



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 12, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Patricia Evans, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 5, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of James Alexander for a waiver of the Noise Ordinance at 607 and 653 Government Street on February 14, 2026, from 7:00 p.m. - 2:00 a.m. (District 2).

Request of Clara King for a waiver of the Noise Ordinance at Public Safety Memorial Park on October 25, 2025, from 12:00 p.m. - 4:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 5671 Bob Street; \$2,635.00 (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Felicia Johnson - questions about the requested investigation into the 321z "peer review".

Creola G. Ruffin - Gulf Coast Ethnic & Heritage Jazz Festival presentation to Councilmember Penn.

James Williams - recovery agreement regarding Mobile Housing Authority, City of Mobile, and HUD.

Freddy Wheeler - express appreciation to the Council, Mayor, and staff for their service to the City of Mobile.

Reggie Hill - public safety (proposed amendments to Chpts. 38 & 46, OPR performance contracts), budget (request for holdover), housing (Recovery Agreement, MHA, & tenant displacement), and contracts (definition of DBEs & general distribution).

12. RESOLUTIONS HELD OVER

01-1050 Authorize Agreement with Neel-Schaffer, Inc. for construction, engineering, and inspection services for the Innovating St Louis Street project; \$1,870,132.75 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

01-1051 Authorize Independent Contractor Services Agreement with Thompson Engineering, Inc. to provide engineering and project management support for various City projects; \$421,789.92 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure).

08-1054 Approve purchase order to Vulcan, Inc. for sign posts for Traffic Engineering; \$60,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1055 Transfer funds from the Capital Improvement Fund Project #E0034, to the Motor Pool Fund for vehicle purchases; \$75,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

60-1056 Authorize the Settlement Agreement and Release of Claims; Howard Estate (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS BEING INTRODUCED

03-1060 Appoint April Boudreaux to the Mobile Museum of Art Board (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

40-1061 Fix costs for demolition of the structure at 5671 Bob Street (sponsored by Councilmember Reynolds).

60-1062 Approve award of special bonus to the Engineering & Infrastructure Employee of the Month; Cochran (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure).

60-1063 Approve award of special bonus to the Officer of the Month; Andrews (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-1064 Determine an appropriation to Mobile Bay Area Veterans Commission a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

14. CIP RESOLUTIONS INTRODUCED

09-1065 Transfer funds from District 6 Capital Project C0420 to Grant Project G-STPM4918 for traffic signal upgrades on Airport Blvd.; \$357,425.65 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-1066 Authorize Agreement with MCCi, LLC for software products and services for Municipal Archives Department's document management processes; \$138,414.13 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

08-1067 Approve purchase order to Gulf States Distributors for respirator masks for MPD; \$44,325.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1068 Approve purchase order to MSA Safety, Inc. for replacement parts for breathing apparatus equipment for MFRD; \$91,171.89 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1069 Approve purchase order to Norlab, Inc. for tracing dye bags for Public Works; \$20,195.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1070 Approve purchase order to Power DMS, Inc. for annual subscription for policy management software; \$16,198.62 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1071 Approve purchase order to United Rentals North America, Inc. for trench shoring boxes for Public Works; \$17,490.67 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1072 Approve purchase orders to Vertiv Corporation for maintenance services for power supply units for MIT; \$37,444.01 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1073 Approve purchase order to Wattier Surveying, Inc. for boundary line, topographic survey, and utility line location for 1668 West I-65 Service Rd., S.; \$18,790.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1074 Transfer funds from Capital Project #C0965 to Capital Project #C0647; \$164,558.11 (sponsored by Mayor Stimpson) (submitted by John Forrester, Eng. Dept. and Jennifer Greene, Programs & Project Mgmt.).

21-1075 Authorize contract with Advanced Roofing Solutions, LLC for Saenger Theatre re-roofing; \$737,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1076 Authorize contract with Thompson Engineering, Inc. for engineering consulting services; \$35,700.00 (sponsored by Councilmembers Daves & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-1077 Authorize contract with Southern Earth Sciences, Inc. for annual landfill sampling requirements for Bates C&D Landfill and Hickory Street Landfill; \$68,745.00 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

31-1078 Authorize the Mayor to apply, accept and receive grant assistance from the Department of Homeland Security FEMA in support of the FY25 Port Security Grant Program; \$2,935,000.00 (25% match requirement) (sponsored by Mayor Stimpson).

16. 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: James M. Alexander

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.401.1561

Organization (if applicable) Mystics of Time

Mailing Address of Applicant PO Box 1087, Mobile, AL 36633

Telephone No. 251.401.1561 E-mail address james.alexander@cadencebank.com

Location or address of event where amplification will be used:

607 & 653 Government Street, Mobile, AL 36602

Date of Event: 2/14/2026 Starting Time: 7:00 PM Ending Time 2:00 AM

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Clara C. King
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-266-9996

Organization (if applicable) N/A

Mailing Address of Applicant 1822 Dublin St

Telephone No. 251-266-9996 E-mail address Clara King 25@yahoo.com

Location or address of event where amplification will be used:

Public Safety Memorial Park

Date of Event: 10-25-25 Starting Time: 12:00pm Ending Time 4:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Fall Fun Day

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



ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

25 AUG - 1 PM 2:07
CITY CLERK DEPARTMENT

Your comments will be limited to three (3) minutes

Name: Felicia Johnson

Date: 8/1/2025

Address: 511 Village Green Dr. East Apt 73

Phone: 251-447-5533 Email: FeliciaPickettJohnson@gmail.com

Date to Address City Council: 8/12/2025

Subject and/or specific questions (must complete): insights by the City of Mobile's requested investigation into 3212

"Peer Review" 1) Anyone on the City Council, including Mayor, read the investigator's summary of findings completely?
2) Did any Council member, including Mayor, agree
officer Levy's role, behavior, deception to inform
was etc. was not criminal. Has any Councilman disputed the

How does this pertain to city business (must complete): investigation to be
City provided and/or contracted / evasive + questionable
on accountability

With the entities apart of investigation, the people
of Mobile are the City's business, we have a
right to know and seek clarification

Signature

Felicia Johnson

Attachment to form to speak w/ City Counsel
August 12, 2025

12:36

5G 63

cityofmobile.org — Private

Click here to learn more about
Mobile 311 and download the new
app!

x

Regular meeting
10:30 AM

Signed: Jelena Johns



of 321z Insights by the City of Mobile, the Mobile Police Department, and/or the Gulf Coast Technology Center (GCTC) to review the "EchoStop" program. This includes how and why the contract was solicited and presented to the Council, as well as any internal or "peer" review conducted by or at the request of GCTC.

The investigation also covered issues related to the "chain of command" at GCTC (MPD Cyber) and allegations that the Chief of Police was improperly excluded from or unable to use GCTC resources; the circumstances surrounding the alleged breakdown of relations between the City Administration and Chief Prine around November 2023, leading up to discussions in April 2024 about his proposed retirement or resignation; and any allegations by Chief Prine that his written grievances were not properly addressed. Investigated by the Admin

TextMyGov

The Council further refined the framework of the Special Counsel's investigation:



In investigating any and all of

2025 AUG -1 PM 2:07

MPD CLERK DEPARTMENT



CITY CLERK DEPARTMENT
2025 AUG -4 PM 3:56

ADDRESSING THE CITY COUNCIL

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

Your comments will be limited to three (3) minutes

Name: Creola G. Ruffin Date: August 5, 2025

Address: 357 Adler Ave., Mobile, Al. 36604

Phone: (251)610-2152 Email: ruffinatlaw@aol.com

Date to Address City Council: August 12, 2025

Subject and/or specific questions (must complete):

The Gulf Coast Ethnic & heritage Jazz Festival presentation to Councilman Cory Penn.

How does this pertain to city business (must complete):

This pertains to the Arts and Cultural Community of the City of Mobile.

Signature: Creola G. Ruffin

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, August 6, 2025 8:52:52 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, August 6, 2025 8:26 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: James Williams
Date To Address Council: 2025-08-12
Address: Convey Street
Email: lhunter50@gmail.com
Phone: 2514708070
Subject And Specific Questions: Recovery Agreement re MHA, City of Mobile and HUD
Pertain To City Business: City of Mobile is a party to this binding agreement
Signature: James Williams
Signature Verify: X
Agree: X
Date Submitted: 2025-08-06 08:26:03

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



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Freddy Wheeler Date: 8/06/2025

Address: 8405 Sterling Dr

Phone: 251-610-9067 Email: fewheeler@hotmail

Date to Address City Council: 8/12/2025

Subject (must be completed): Thank you to Mayor/Staff and City Council

Specific Questions: No questions just a voiced appreciation for what the city government does

Signature: Freddy Wheeler

MOBILE, AL
WE, AUG 6, AM 11:29 RCVD

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 8/12 Agenda
Date: Thursday, August 7, 2025 1:56:43 PM

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

Madam Asst. City Clerk,

Greetings! I hope that all is well with you. This is a formal request to be added to the upcoming Meeting Agenda. I shall address the following:

Public Safety: proposed Amendments to Chapters 38 and 46 of the Mobile Municipal Code;
OPR Performance Contracts;

Budget: request for holdover or rules Amendment;

Housing: Recovery Agreement/MHA/Tenant Displacement

Contracts: definition of DBEs and general distributions

Thank you for your attention to this matter. I will see you all on Tuesday!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The attached construction engineering and inspection services contract is between Neel-Schaffer, Inc. and the City of Mobile for the amount of \$1,870,132.75. The scope of work for this contract includes project inspection and observation, ensuring compliance with plans and specifications, daily record keeping, material testing services and project closeout. The purpose of this project is to reconstruct infrastructure on a 17-block stretch of St. Louis Street in downtown Mobile. The project includes the reconstruction of the roadbed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. This contract will be funded by Federal Highway Administration STP (Surface Transportation Program) Funds (MPO/ALDOT) and City matching funds.

Amount of Contract:

\$1,870,132.75

Funding Source

G-STLOUIS

ATTACHMENTS:

1. CEI Cover Letter St Louis CE&I
2. St LouisCE&I_Agreement_RESOLUTION
3. ST LOUIS CEI CONTRACT NSI SIGNED

REVIEWERS:

Lana Gauthier

Lana Gauthier



July 29, 2025

Dear Councilmembers:

The attached construction engineering and inspection services contract is between Neel-Schaffer, Inc. and the City of Mobile for the amount of \$1,870,132.75. The scope of work for this contract includes project inspection and observation ensuring compliance with plans and specifications, daily record keeping, material testing services and project closeout.

The purpose of this project is to reconstruct infrastructure on a 17-block stretch of St Louis Street in downtown Mobile. The project includes the reconstruction of the roadbed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way.

This contract will be funded by Federal Highway Administration STP (Surface Transportation Program) Funds (MPO/ALDOT) and City matching funds.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Neel-Schaffer, Inc.

Project Name: Innovating St Louis St: Mobile's Technology Corridor
COM Project No. 2018-3005-19

Cost: \$1,870,132.75

Adopted:

City Clerk



**INNOVATING ST LOUIS ST: MOBILE'S
TECHNOLOGY CORRIDOR**

**CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

PROJECT NO. 2018-3005-19

**ENGINEER:
NEEL-SCHAFFER, INC.**



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This CONTRACT made and entered into this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Neel-Schaffer, Inc.** (hereinafter called the “ENGINEER”).

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

ADEM – Alabama Department of Environmental Management

CITY – City of Mobile, Alabama; Programs & Project Management

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Contract.

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 contract between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is Neel-Schaffer, Inc.

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

MATERIAL TESTING FIRM - An authorized firm, hired by the CITY, to perform laboratory services and testing of materials.

NOTICE TO PROCEED – A written notice to proceed issued by the PROJECT MANAGER either for the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

PROJECT – Innovating St Louis Street: Mobile’s Technology Corridor: Construction Engineering and Inspection SERVICES, Project No. 2018-3005-19. This CONTRACT is for civil engineering, construction inspection and administration, for roadway rehabilitation, utility replacement, sidewalk, signage, striping, lighting and landscaping to replace and improve outdated infrastructure and foster new development in along St Louis St from Broad St to Water St (See Exhibit A for approximate locations).

PROPOSAL – The proposal attached in Exhibit C dated July 28, 2025, outlining professional services that will be provided and the estimated cost of the PROJECT as determined and provided by ENGINEER pursuant to Section III herein.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

PROJECT MANAGER – An individual designated by the CITY OF MOBILE as PROJECT MANAGER in the Programs & Project Management Department

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

TECHNICAL SPECIFICATIONS – Technical specifications written for this PROJECT and provided by the ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the TECHNICAL SPECIFICATIONS provided for the project, and STANDARD SPECIFICATIONS, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these specifications,

standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for this project consists of the Construction Phase and Closeout Phase.

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting lines and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the ENGINEER, to perform materials testing and associated services.

- c. The ENGINEER shall ensure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the ENGINEER.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the CONTRACT that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.
- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The PROJECT MANAGER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The ENGINEER will retain a material testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.
- f. The ENGINEER shall have a copy of and be thoroughly familiar with TECHNICAL SPECIFICATIONS and applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and

Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
 - h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Project Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
 - i. No major changes in the "as bid" construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.
 - j. The INSPECTOR will sign all material tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
 - k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The CITY or ENGINEER shall stop the PROJECT at any time if the equipment is not in accordance with TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.
 - l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the PROJECT MANAGER.
 - m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the CONTRACT documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.
4. Progress Review
- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR with each monthly estimate.

- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly calendar day charge must be resolved immediately. Discrepancies not resolved within ten (10) calendar days of the original report date shall be documented by the ENGINEER and delivered to the PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly calendar day charge within ten (10) calendar days of the original report date, such monthly calendar day charge shall be deemed accepted by the CONTRACTOR. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work and time charges can resume.
- c. The ENGINEER will upload daily updates including progress photos to E-Builder.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit D.

IV. **MUTUAL AGREEMENT**

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) calendar days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) calendar days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such

compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive calendar days, the ENGINEER may terminate this CONTRACT by giving thirty (30) calendar days written notice.

- C. The CITY and the ENGINEER each binds itself, its successors, and assigns to the other party in respect to all covenants of this CONTRACT. 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 CITY's discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of three (3) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual CONTRACT between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the cost stated in the PROPOSAL and rates stated in the ENGINEER's Hourly Rates, which is incorporated into this Contract in Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the PROPOSAL and the ENGINEER'S Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase services in accordance with Section III.A of this CONTRACT.
 - b. Upon letting of the CONTRACT for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work

performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the PROJECT MANAGER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit D for requirements for closing the PROJECT. The Professional Engineering Services cost attached hereto as stated in the PROPOSAL, and in Exhibit B, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this CONTRACT shall not exceed \$1,870,132.75 (One Million Eight Hundred and Seventy Thousand One Hundred and Thirty-Two Dollars and Seventy-Five Cents).

- c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
- d. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by 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 to the extent such defense is 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 except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this CONTRACT with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar

circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this CONTRACT, ENGINEER shall maintain the following minimum amounts 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 by ENGINEER.

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.

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

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.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed

separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of CONTRACT forms for execution, 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.

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER or CONTRACTOR employs one or more employees within the State of Alabama, ENGINEER or CONTRACTOR shall provide documentation establishing that CONTRACTOR is enrolled in the E-Verify program.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this CONTRACT is Federal Highway Administration STP (Surface Transportation Program) Funds (Mobile Area Dedicated) and CITY funds.

IX. ANTI-BOYCOTT

By signing this CONTRACT, the ENGINEER 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.

X. NON-DISCRIMINATION CLAUSE

The 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The CITY utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile. Training will be provided by City of Mobile staff should the need arise.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Cody Reed

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

c/o Cody Reed, P.E.

As: City's Authorized Agent

P.O Box 1827

Mobile AL 36633

ENGINEER:

Neel-Schaffer, Inc.

c/o Anthony Fresolone

Engineer's Authorized Agent

5 Dauphin St, Suite 200

Mobile, AL 36602

C. Any change in the City's Department Head or the ENGINEER'S Representative will be promptly communicated by the party making the change.

XIV. 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 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) misuse of funds allocated for specific tasks or deliverables, 25) failure to meet minority, small business, or other subcontracting goals as specified in the CONTRACT, 26) failure to maintain adequate security measures for sensitive information or physical assets, 27) failure to address health and safety violations that result in injury or property damage, 28) providing false claims for payments, reimbursements, or change orders, 29) failing to meet requirements for workforce certifications or qualifications outlined in the CONTRACT, 30) failure to disclose debarment or loss of required license.

XV. 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 CONTRACT 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.

XVI. WITHHOLDING PAYMENT DUE

Default by ENGINEER shall excuse any obligation of CITY to pay compensation or sums otherwise due ENGINEER under the CONTRACT. CITY may withhold any and all sums due if there has been a default or breach by ENGINEER of any provision of this CONTRACT.

XVII. CURE PLAN

If ENGINEER fails to comply with any material provision of this CONTRACT, 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 CONTRACT.

XVIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

Failure by the ENGINEER to perform in accordance with the terms, conditions, and specifications of this CONTRACT, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by CITY in evaluating the ENGINEER's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XIX. MISCELLANEOUS

A. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.

B. The language of this CONTRACT 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 CONTRACT 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 CONTRACT 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 CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT 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 and those executing this CONTRACT 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 CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

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 CONTRACT and those in any attachment or Exhibit hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

M. Preparation of CONTRACT. All provisions of this CONTRACT 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 CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire CONTRACT. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior CONTRACTs, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This CONTRACT 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 CONTRACT.

Q. Amendment and Waiver. This CONTRACT 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 CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the CITY is required to take legal action to enforce this contract, the contractor agrees to reimburse the CITY for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the CITY to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT 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.

[Signature Page to follow]

CITY OF MOBILE, A Municipal Corporation

NEEL-SCHAFFER, INC

By: Robert Walker

Print: Robert Walker

Its: Chief operating officer

Address: P.O. Box 22625

Jackson, MS 39225-2625

Telephone: 601-948-3071

STATE OF MISSISSIPPI
CITY OF JACKSON

I, Barbara L. Earles, a Notary Public in and for said State and County, hereby
certify that Robert Walker, whose name as COO of
NEEL SCHAFFER, INC. is signed to the foregoing conveyance and who are known

to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 28th day of July, 2025.



Barbara L. Earles
NOTARY PUBLIC

My Commission Expires: _____

ATTEST:

By: _____

Its City Clerk

Print: _____

By: _____

William S. Stimpson
Mayor

EXHIBIT A:
PROJECT LOCATION

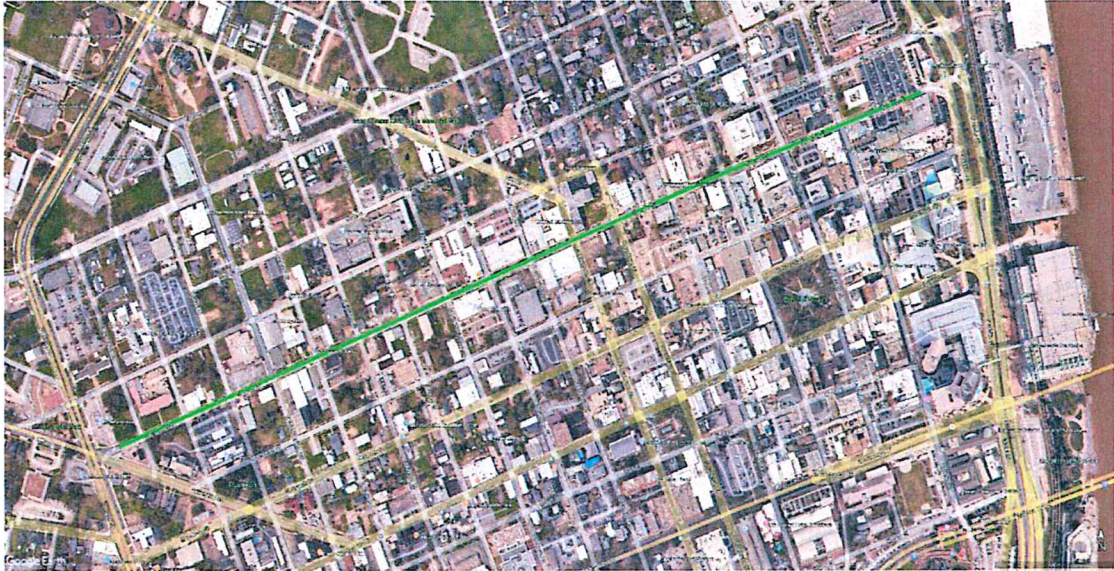


EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **INNOVATING ST. LOUIS STREET: MOBILE’S TECHNOLOGY CORRIDOR**, City of Mobile Project No. **2018-3005-19**

ESTIMATED PROJECT COST – Construction of the PROJECT is estimated to be **\$16,797,719.65 [Sixteen Million Seven Hundred Ninety-Seven Thousand Seven Hundred Nineteen Dollars and 65 Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER Payment for work performed in Section III of this CONTRACT shall not exceed **\$1,870,132.75 (One Million Eight Hundred and Seventy Thousand One Hundred and Thirty-Two Dollars and Seventy-Five Cents)**, unless authorized by the CITY.

CITY DISTRICT: District 7

FUNDING SOURCE: The source of funds for payment by CITY under this contract is Federal Highway Administration STP (Surface Transportation Program) Funds (Mobile Area Dedicated) and CITY funds.

EXHIBIT C:
PROPOSAL AND
ENGINEER'S SUMMARY OF HOURLY RATES

July 8, 2025

Mr. Cody Reed, PE
Project Manager – Engineer III
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

**RE: Project Number 2018-3005-19
Innovating St. Louis St.
CEI Fee Proposal (Revised)**

Dear Mr. Reed,

Please find attached our proposed Construction, Engineering, and Inspection fee schedule.

We appreciate this opportunity and look forward to working together.

If additional information is needed, please advise.

Sincerely,



Anthony Fresolone
Project Manager

NEEL-SCHAFFER, INC.

Working Days	Total Days	WD/Month	Months	Weeks	Contingency
430	460	20	23.0	99.67	100.00%
Set Up Days					
15					
Close Out Days					
15					

Position	Percent Time per Week	Contractor Hours per Week	Job Hours per Week	Total Project Hours
Senior Project Mgr	50.00%	40	20	1,993.00
Senior Inspector/ Office Eng.	50.00%	40	20	1,993.00
Senior Inspector	100.00%	40	40	3,987.00
Level II Inspector	100.00%	40	40	3,987.00
Level II Inspector	100.00%	40	40	3,987.00
Level II Inspector	50.00%	40	20	1,993.00
Level I Inspector	100.00%	40	40	3,987.00
Level I Inspector	50.00%	40	20	1,993.00
Professional Engineer EOR	5.00%	40	2	199.00

Truck Cost			
	Months	Amount	Total
Project Manager	12	\$775.00	\$9,300.00
Senior Insp. Office	12	\$775.00	\$9,300.00
Senior Insp	23	\$775.00	\$17,825.00
Level II	23	\$775.00	\$17,825.00
Level II	23	\$775.00	\$17,825.00
Level II	12	\$775.00	\$9,300.00
Level I	23	\$775.00	\$17,825.00
Level I	12	\$775.00	\$9,300.00
Prof. Eng. EOR	1	\$775.00	\$775.00
			\$109,275.00



July 3, 2025

Mr. Anthony Fresolone
Project Manager
Neel-Schaffer
5 Dauphin Street Suite 200
Mobile, AL 36606

Subject: City of Mobile Project - 2018-3005-19 St. Louis Street Innovation
Construction Materials and Testing Proposal

Dear Mr. Fresolone,

Thompson Engineering (TE) is pleased to present this proposal to Neel-Schaffer (NS) for Construction Materials Testing (CMT) on the St. Louis Street Innovation project for the City of Mobile (City)

TE will perform field and laboratory soils testing, field concrete testing, including transporting cylinders to the ALDOT laboratory, and field asphalt coring procedures, including transporting cores to the asphalt plant on the project, as required by the ALDOT Testing Manual. Testing results will be returned to NS in a timely manner to field inspection staff for their use. It is assumed that ALDOT will be providing all concrete lab testing for this project.

TE has attached a not to exceed fee estimate for these services. Actual TE rates for employees performing services and tests performed will be billed as shown on the attached fee schedule. The total not to exceed fee without prior authorization will be \$113,185.00.

TE appreciates the opportunity to continue our partnership with NS. Should any questions or comments arise regarding this information, or if any further information is required, please advise.

Sincerely,

THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
CEI Alabama Division Manager

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY
24

Client /
Project:

**St. Louis Street Innovation
CMT Services**

Prepared
by:

J. Davison
Phone: 251.327.7122
Email: jdavison@thompsonengineering.com



CMT Services

Description of Services	Labor Class / Soils, Concrete & Asphalt Testing	Role	Unit Fees	Unit Fees	Total Units	Cost
Field Services	CMT Technician	CMT Testing	Hour	\$85.00	800	\$68,000.00
	CMT Technician Mileage	CMT Testing	Miles	\$0.70	6000	\$4,200.00
Laboratory Services	Atterberg Limits	CMT Laboratory	Each	\$85.00	10	\$850.00
	AASHTO Classification	CMT Laboratory	Each	\$155.00	15	\$2,325.00
	Topsoil Classification	CMT Laboratory	Each	\$125.00	2	\$250.00
	Particle Size Analysis	CMT Laboratory	Each	\$70.00	10	\$700.00
	Standard Proctor Soil	CMT Laboratory	Each	\$100.00	10	\$1,000.00
	Standard Proctor Stone	CMT Laboratory	Each	\$150.00	2	\$300.00
	Modified Proctor Soil	CMT Laboratory	Each	\$100.00	10	\$1,000.00
	Modified Proctor Stone	CMT Laboratory	Each	\$100.00	2	\$200.00
Project Management, Document Controls & Professional Services	Administrative Assistant	Document Controls	Hour	\$94.00	100	\$9,400.00
	CMT Manager	Project Management	Hour	\$208.00	120	\$24,960.00

Not to Exceed Fee **\$113,185.00**

- Notes: Thompson Engineering is pleased to provide the following proposal for providing our Construction Materials Testing Services for the subject project. Nuclear Density Testing, Asphalt Core monitoring/transport and concrete testing is covered under the hourly technician rate and mileage. Fees for any additional services requested not listed in the proposal will be charged in accordance with our standard schedule of fees on a time and materials basis. Contractor's schedule may affect the quantities listed above and project schedule.

Schedule of Fees & Services

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The rates are effective January 1 - December 31, 2025.

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General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost-plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four-hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:

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1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$335.00/hr.
Principal Engineer II (code 008).....	\$300.00/hr.
Principal Engineer I (code 005).....	\$260.00/hr.
Senior Engineer III (code 052)	\$245.00/hr.
Senior Engineer II (code 051)	\$220.00/hr.
Senior Engineer I (code 050)	\$208.00/hr.
Project Engineer III (code 152)	\$175.00/hr.
Project Engineer II (code 151)	\$158.00/hr.
Project Engineer I (code 150)	\$148.00/hr.
Engineering Associate III (code 201)	\$138.00/hr.
Engineering Associate II (code 200)	\$117.00/hr.
Engineering Associate I (code 260)	\$110.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$200.00/hr.
Senior Scientist (code 115)	\$125.00/hr.
Staff Scientist III (code 165).....	\$118.00/hr.
Staff Scientist II (code 215).....	\$100.00/hr.
Staff Scientist I (code 270).....	\$90.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$170.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$114.00/hr.
Designer III (code 654)	\$106.00/hr.
Designer II (code 652)	\$103.00/hr.
Designer I (code 651)	\$85.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$110.00/hr.
Senior Technician (code 506)	\$105.00/hr.
Technician III (code 503)	\$85.00/hr.
Technician II (code 502)	\$82.00/hr.
Technician I (code 501)	\$70.00/hr.

Inspector

Senior Inspector (code 706)	\$110.00/hr.
Inspector II (code 702).....	\$105.00/hr.
Inspector I (code 701).....	\$75.00/hr.

*Services provided by Watermark Design Group, a wholly owned subsidiary of Thompson Holdings, Inc.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$125.00/hr.
Staff Specialist II (code 351)	\$108.00/hr.
Staff Specialist I (code 271)	\$92.00/hr.
Field Assistant (code 500)	\$70.00/hr.

Project Manager

Principal Project Manager (code 001)	\$280.00/hr.
Senior Project Manager (code 112).....	\$235.00/hr.
Project Manager (code 162).....	\$190.00/hr.
Project Coordinator II (code 250).....	\$120.00/hr.
Project Coordinator I (code 252)	\$95.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$290.00/hr.
Registered Consultant (code 307)	\$190.00/hr.
Senior Consultant (code 313)	\$165.00/hr.
Project Consultant (code 309).....	\$155.00/hr.
Staff Consultant II (code 357).....	\$150.00/hr.
Staff Consultant I (code 359).....	\$105.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$220.00/hr.
Professional Land Surveyor I (code 605)	\$172.00/hr.
Drone Data Processor (code 601)	\$115.00/hr.
Drone Pilot (code 602)	\$115.00/hr.
Surveyor, Party Chief (code 603).....	\$115.00/hr.
Surveyor, Instrument Man (code 606)	\$78.00/hr.
Surveyor, Rodman (code 607)	\$67.00/hr.

*Architecture/Landscape Architecture/Planner

Principal Architect (code 549)	\$220.00/hr.
Senior Architect (code 657).....	\$190.00/hr.
Project Architect (code 551).....	\$170.00/hr.
Interior Designer (code 552)	\$150.00/hr.
Principal Landscape Architect (code 570)	\$218.00/hr.
Senior Landscape Architect (code 571)	\$145.00/hr.
Associate Landscape Architect (code 573) ...	\$115.00/hr.

Administrative

Documentarian II (code 797).....	\$110.00/hr.
Documentarian I (code 798).....	\$94.00/hr.
Administrative Assistant II (code 799).....	\$87.00/hr.
Administrative Assistant I (code 800).....	\$77.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002)\$0.74/mile
2. 4-Wheel Drive (code A002a).....\$0.85/mile
3. Boat (includes operator) Special Quote
4. Per Diem (Meals and Lodging) (code A004) \$175.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request) (code A005)..... \$ 2.60 ea
6. Color Photocopies (code A006)\$3.15/ea
7. Large Drawing Plots
 - Monochrome Linework on bond \$1.00/Sq. Ft.
 - Size D (code A007a)\$5.19/ea
 - Size E (code A007b)..... \$10.39/ea
 - Long Plot (140x32) (code A007c)..... \$31.11/ea
 - 2 pc Super Plot (140x60) (code A007d) \$58.33/ea
 - 11x17 Reduction (code A007e).....\$1.30/ea
 - Custom (Glossy 40x28) (code A007f)..... \$38.89/ea
 - Color Image on plain bond..... \$6.00/Sq. Ft.
 - Size D (code A007g)..... \$31.17/ea
 - Size E (code A007h) \$62.33/ea
 - Long Plot (140x32) (code A007i)..... \$186.67/ea
 - 2 pc Super Plot (140x60) (code A007j) \$350.00/ea
 - 11x17 Reduction (code A007k).....\$7.79/ea
 - Custom (Glossy 106x36) (code A007m)..... \$185.50/ea
8. Direct non-salary expenseCost Plus 10%
9. Sub-Contractor markupCost Plus 15%

2.0 Geotechnical Engineering and Laboratory

2.1 Subsurface Exploration

Soil Test Borings - Drilling/Sampling Landside

1. Truck/Trailer Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G947) \$450.00
Mileage (each way) (code G947a) \$4.90/mi
- b. Standard Penetration Test Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0-50	\$ 16.25/ft (code G910)
50-100	\$ 18.25/ft (code G911)
101-150	\$ 21.50/ft (code G912)
- c. Additional Splitspoon Sampling (code G945) \$23.50/ea
- d. Flight Auger Sampling/Drilling (code G915) \$11.00/ft
- e. Field Vane Shear (in-situ) – ASTM D2573-1 (code G639) . \$600.00/ea plus applicable drilling & engineering fees
- f. Undisturbed Thin Walled Tubes (3" OD) (code G916) \$78.00/atp
- g. Difficult Moving/Standby/Setup/Clearing (code G917) \$225.00/hr
- h. Grouting (code G950) \$7.00/ft

2. Track/ATV Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G930a) \$600.00/ea
Mileage (each way) (code G947b) \$8.20/mi
- b. Standard Penetration Testing Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0- 50.....	\$ 17.50/ft (code G942a)
50-100.....	\$ 19.25/ft (code G942b)
101-150.....	\$ 23.25/ft (code G942)
Over 150 feet.....	Special Quote
- c. Additional Splitspoon Sampling (code G944) \$28.00/ea
- d. Flight Auger Sampling/Drilling (code G945a) \$11.50/ft
- e. Undisturbed Thin Walled Tubes (3" OD) (code G946) \$78.00/atp
- f. Difficult Moving/Standby/Setup/Clearing (code G938) \$275.00/hr
- g. Wash Borings - Tripod/Skid Rig Setups (Soft Soils) Up to - 40 Feet (code G948) \$275.00/hr
- h. Grouting (code G950) \$7.00/ft

3. CPT Soundings

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G918)
..... \$550.00/ea
- b. Mileage (each way) (code G947c) \$9.30/mi
- c. Difficult Moving/Standby/Setup Clearing (code G918c) \$380.00/hr
- d. CPT Sounding without pore pressure readings (code G918a) \$13.50/ft
- e. CPT Sounding with pore pressure readings and Seismic (1 seismic recording/meter unless directed otherwise) (code G918b) \$14.75/ft
- f. Grouting (code G950) \$7.50/ft

- g. Optional Day Rate (code G957)\$3,850.00/day
 - CPT Personnel & Equipment
 - Up to 10 hours/day
 - Regular business hours
 - Excludes mobilization, travel, per-diem and materials/consumables

2.1.1 Staff / Equipment Rates & Expenses

1. Crew Rates
 - Field Layout Crew (2 Men) (code G902)\$200.00/hr
2. Drill Crew & Equipment (Special projects by-the-hour)
 - Equipment-Portal-to-Portal
 - Truck/Trailer/Track/Tripod Drillrig (Three Man Crew) (code G406).....\$350.00/hr
 - Truck/Trailer/Track/Tripod Drillrig (Two Man Crew) (code G407)\$300.00/hr
3. Special Services
 - VibraCore Setup Quote provided upon request
 - ATV 4 Wheeler w/ Support Trailer (code G408)\$300/day
 - ATV Mule Side by Side w/Support Trailer (code G409)\$350/day
 - Overnight Per Diem Expenses (code G411).....\$155/day
 - Standby Time (code G412).....\$225.00/hr

Note: Marine and special project quotations available upon request.

2.2 Laboratory Services

Standard fees are based on normal scheduling of laboratory operations. Samples submitted at times requiring overtime may require surcharge to standard fees presented herein. Whenever possible, we will gladly provide priority service and rapid turnaround needs.

2.3 Soils

2.3.1 Classification-Index Properties

1. Atterberg Limits (ASTM D-4318) (AASHTO T-89, T-90)
 - a. Plastic Limit and One (1) Point Liquid Limit (code G001)..... \$45.00/ea
 - b. Plastic Limit and Three (3) Point Liquid Limit (code G002)..... \$85.00/ea
2. Shrinkage Limit and Factors (ASTM D-427) (AASHTO T-92) (code G003) \$70.00/ea
3. Specific Gravity of Soils (ASTM D-854) (AASHTO T-100) (code G004) \$79.00/ea
4. Maximum Index Density, Dry (ASTM D-4253) (code G005) \$125.00/ea
5. Maximum Index Density, Wet (ASTM D-4253) (code G006)..... \$120.00/ea
6. Minimum Index Density (ASTM D-4254) (code T326) \$62.00/ea

7. Classification (Including Required Tests)

a. Highway Construction (ASTM D-3282) (code G010).....	\$158.00/ea
b. Unified System (ASTM D-2487) (code G011)	\$158.00/ea
c. Peat (ASTM D-4427) (code G013)	\$190.00/ea
d. AASHTO (code G014)	\$155.00/ea
e. Topsoil (code T351)	\$125.00/ea

2.4 Physical Properties

2.4.1 Physical Properties (Inorganic Soils)

1. Moisture Content (ASTM D-2216) (AASHTO T-265) (code G020)	\$13.50/ea
2. Percent Solids (ASTM D-2216) (AASHTO T-265) (code G021)	\$13.50/ea
3. Unit Weight and Moisture Content; Undisturbed Samples (code G022)	\$40.00/ea
4. Particle Size Analysis	
a. Eight (8) Sieve and Hydrometer Analysis (ASTM D-422) (code G023).....	\$125.00/ea
b. Eight (8) Sieve Analysis (ASTM D-422) (Including No. 200) (code G024)	\$70.00/ea
Additional Sieves (code G025)	Surcharge @ \$8.00/ea
c. Soil Finer Than No. 200 Sieve (ASTM D-1140)	
(AASHTO T-11) (code G026)	\$42.00/ea
d. Folk's Statistical Computations, Per Sample (code G028)	\$92.00/ea

2.4.2 Physical Properties (Organic)

1. Moisture Content (ASTM D-2974 Method II) (code G030).....	\$13.50/ea
2. Ash, Organic Matter Content (LOI, ASTM D-2974) (code G031)	\$42.50/ea
a. Total Organic Carbon (FDER Method)	Cost plus 10%
3. Peat Material pH (ASTM D-2976)	Cost plus 10%
4. Organic Impurities (ASTM-C40) (code T332).....	\$53.00/ea

2.5 Construction Design Properties

1. Standard Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-698, AASHTO T-99) (code G040)	\$ 100.00/ea
b. Five (5) Point, Method C & D (ASTM D-698, AASHTO T-99) (code G041)	*\$150.00/ea
Includes bulk specific gravity	
Additional charge for processing soils w/plasticity index greater than 20) (code G051)	\$68.00/ea
2. Modified Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-1557, AASHTO T-180) (code G042)	\$ 115.00/ea
b. Five (5) Point, Method C & D (ASTM D-1557, AASHTO T-180) (code G043)	*\$160.00/ea
c. Additional Points Upon Completion (code G044)	\$ 28.00/ea
*includes bulk specific gravity	
*additional charge for processing soils w/plasticity index greater than 20) (code G051).....	\$64.00/ea

3. California Bearing Ratio - CBR (ASTM D-1883, AASHTO T-193)
 - a. One (1) Point CBR/Proctor (Standard) (code G052) \$190.00/ea
 - b. One (1) Point CBR/Proctor (Modified) (code G053) \$190.00/ea
 - c. Three (3) Point CBR/Proctor (Standard) (code G045) \$540.00/ea
 - d. Three (3) Point CBR/Proctor (Modified) (code G046) \$540.00/ea
 - e. Five (5) Point CBR/Proctor (Standard) (code G047) \$700.00/ea
 - f. Five (5) Point CBR/Proctor (Modified) (code G050) \$700.00/ea

2.6 Load-Deformation Properties

1. One-Dimensional Consolidation Potential (ASTM D-2435, AASHTO T-216, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Standard 7-3, Load-Rebound Increments (code G060) \$405.00/ea
 - b. Additional Rebound-Load Cycle (code G061) Surcharge @\$72.00/ea
 - c. Additional Load Increments (code G062) Surcharge @\$48.00/ea
2. One-Dimensional Swell Potential (ASTM D-4546, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Method A (code G063) \$405.00/ea
 - b. Method B (code G064) \$405.00/ea
 - c. Standard One-Dimensional Consolidation (code G065) Surcharge @\$240.00/ea
3. Unconfined Compressive Strength (ASTM D-2166, Including Unit Weight and Moisture Content and Mohr Stress Diagram; Exclusive of Stress-Strain Diagram)
 - a. Undisturbed Sample (code G066) \$ 98.50/ea
 - b. Remolded Sample (code G067) \$115.50/ea
 - c. Molded Stabilized Soil Sample (code G068) \$172.00/ea
 - d. Miniature Penetration Test, 3 Trials (code G069) \$18.00/ea
4. Direct Shear Test (ASTM D-3080, Including Unit Weight, Moisture Content, Specific Gravity)
 - a. Undisturbed Sample: 3 Points Consolidated-Drained (G070) \$446.00/ea
 - b. Remolded Sample: 3 Points Consolidated-Drained (G071) \$402.00/ea
5. Triaxial Shear Tests (ASTM D-2850, Including Unit Weight, Moisture Content, Specific Gravity)

All tests for 3-point determination on 2.8 inch maximum diameter undisturbed or remolded specimens. In-house testing of chemically contaminated samples not included in schedule provided. Results presented as stress-strain data only with Mohr stress diagram for sample.

 - a. Unconsolidated-Undrained: UU 3 Pt. (code G080) \$327.50/ea
 - b. Consolidated-Undrained: CU 3 Pt.(code G081) \$1,102.50/ea
 - c. Consolidated-Drained: CD Special Quote
 - d. Triaxial Sample Pore Pressure Determinations (code G083) Surcharge..@\$110.00/sample
 - e. Unconsolidated Undrained (UU) One Pt. (code G084) \$131.00/ea
 - f. Unconsolidated Undrained (UU) One Pt. Re-molded (G084B) \$151.00/ea
 - g. Consolidated Undrained (CU) One Pt. (code G085) \$420.00/ea
6. Laboratory Miniature Vane Shear Test (code G086) \$23.00/ea
7. Torvane (code T365) \$5.00/ea

8. Pocket Penetrometer (code T366)	\$11.00/ea
9. Calcium Carbonate (code G079)	\$39.50/ea

2.7 Hydraulic Properties

1. Vertical Hydraulic Conductivity (Include unit weight, moisture content, specific gravity of solids. In-house testing of chemically contaminated materials or test with permeate other than water not included in schedule provided)	
a. Fixed Wall Apparatus-Vacuum Saturation	
• Constant Head, Undisturbed Sample (ASTM D-2434, AASHTO T-215) (code G090)	\$128.50/ea
• Constant Head, Compacted Sample (ASTM D-2434, AASHTO T-215) (code G091)	\$128.50/ea
• Constant Head, Compacted Sample (ASTM D-4511) (code G092)	\$128.50/ea
• Falling Head, Undisturbed Sample (code G093)	\$128.50/ea
• Falling Head, Compacted Sample (code G094)	\$128.50/ea
• Falling Head, Peat Sample (code G095)	\$128.50/ea
• Additional Fluid Head Trials (code G096)	Surcharge @ \$52.50/ea
b. Triaxial Flexible Wall - Back Pressure Saturation	
• Constant Head, Undisturbed Sample (ASTM D-5084, AASHTO T-215) (code G097)	\$380.00/ea
• Constant Head, Compacted Sample (ASTM D-5084, AASHTO T-215) (code G098)	\$380.00/ea
• Falling Head, Undisturbed Sample (code G099)	\$300.00/ea
• Falling Head, Compacted Sample (code G100)	\$320.00/ea
• Additional Fluid Head Trials (code G101)	Surcharge @ \$ 60.00/ea
• Porosity Determinations (ASTM D-2434) (code G102)	\$ 68.00/ea
c. Corps of Engineer - One Dimensional Consolidation	
• 2 Load Increments, Falling Head (code G110)	\$315.00/ea
2. Double-Hydrometer Dispersion Test (ASTM D-4221) (code G111)	\$125.00/ea
3. Zone Settling Test	
a. 8-Inch Diameter Column, 24-Hr Duration (U.S.C.E. DMRP) (code G112)	\$803.00/ea
• Extended Duration Column Test (code G113)	Surcharge @ \$ 40.00/24 Hrs.
• Solids Concentration Determination (TSS) (code G114)	Surcharge @ \$ 23.00/ea
• Settling Test on Additional Concentration, 24 Hr Duration (code G115)	\$459.00/ea
• Supernatant TSS vs. Elapsed Time Evaluation	Special Quote
b. 1-Inch Diameter Column, 24-Hr Duration (code G116)	\$69.50/ea

2.8 Physio-Chemical Properties

1. Laboratory Soil pH	
a. Direct Contact Method (ASTM G-51)	\$28.00/ea
b. 1:1, Distilled Water:Soil Solution	Cost Plus 10%
2. Laboratory Soil Resistivity-Miller Soil Box (Include Moisture Content, Unit Weight and Temperature) (code G132)	\$81.50/ea

General

Minimum Soil Processing Fee (code G133).....	\$30.00/ea
Sample Photography.....	Special Quote
PH Testing (Code G995).....	Special Quote

2.9 Aggregates

1. Unit Weight (ASTM C-29, AASHTO T-19)
 - a. Rodded, Jigged, or Shoveled (code G140a) \$64.50/ea
 - b. With Voids Determination (code G141) \$120.00/ea
2. Total Moisture Content (ASTM C-566, AASHTO T-255) (code G142) \$13.50/ea
3. Surface Moisture, Fine Aggregate (ASTM C-70, AASHTO T-142) (code G143) \$61.50/ea
4. Specific Gravity and Absorption
 - a. Coarse Aggregate (ASTM C-127, AASHTO T-85) Bulk Specific Gravity and Absorption (code G144) \$68.00/ea
 - b. Fine Aggregate (ASTM C-128, AASHTO T-84) Bulk Specific Gravity and Absorption (code G145) \$79.00/ea
5. Particle Size Analysis
 - a. Eight (8) Sieve Analysis (ASTM C-136, AASHTO T-27) (code G160) \$70.00/ea
 - b. Finer Than No. 200 Sieve (ASTM C-117, AASHTO T-11)
 - Coarse Aggregate (code G161) \$44.00/ea
 - Fine Aggregate (code G162)..... \$44.00/ea
 - c. Mineral Filler (AASHTO T-37) (code G163) \$70.00/ea
 - d. Additional Sieves (code G164) Surcharge @ \$8.00/ea
6. Clay Lumps and Friable Particles (ASTM C-142, AASHTO T-112)
 - a. Fine Aggregate (code G165)..... \$71.00/ea
 - b. Coarse Aggregate (code G166) \$111.00/ea
 - c. Calcium Carbonate Content (ASTM D-4373) (code G167) \$58.00/ea
7. Organic Impurities (ASTM C-40, AASHTO T-21) (code G180) \$53.00/ea
8. Soundness by Magnesium or Sodium Sulfate Solution
 - a. (ASTM C-88, AASHTO T-104) 5 Cycles (code G181) \$400.00/ea
 - b. (ASTM C-88, AASHTO T-104) Each Additional Cycle (code G182) Surcharge @ \$64.00/Cycle
9. Soundness by Freeze-Thawing
 - a. (AASHTO T-103) 10 Cycles (code G183) \$360.00/ea
 - b. (AASHTO T-103) Each Additional Cycle (code G184) Surcharge @ \$64.50/Cycle
10. Staining Materials, Lightweight Aggregate (ASTM C-641) (code G190)..... \$125.00/ea
11. Scratch Hardness of Coarse Aggregate (AASHTO T-189) (code G191)..... \$101.00/ea

12. Resistance to Abrasion
 - a. Small Size Coarse Aggregate (ASTM C-131, AASHTO T-96) 500 REV (code G192) \$300.00/ea
 - b. Large Size Coarse Aggregate (ASTM C-535) 1000 REV (code G193)..... \$381.00/ea
13. Specification for Concrete Aggregates (Complete)
 - a. Fine Aggregate (ASTM C-33) Special Quote
 - b. Coarse Aggregate (ASTM C-33)..... Special Quote
 - c. Alabama Highway Department (Section 801) Special Quote
14. Lightweight Pieces in Aggregate (ASTM C-123) (code G203) \$215.00/ea
15. Flat and Elongated Pieces in Aggregate (COE CRD-C-119) (code G204) \$98.50/ea

2.10 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a) \$3,000.00/ea
2. Demobilization (code A020a) \$3,000.00/ea
3. Rental (code A020) \$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self contained utilities is to be furnished once project site set-up specifics are determined

3.0 Construction Materials Testing

3.1 Bituminous Materials (Asphalt)

3.1.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Asphalt Cores 4" diameter (Minimum of 3) (code T648) \$36.50/ea
3. Nuclear Density Testing (code P019) \$20.50/ea

3.1.2 Laboratory Analysis

1. Resistance to Plastic Flow Using Marshall Apparatus (ASTM D-1559)..... Special Quote
2. Quantitative Extraction of Bitumen Test (ASTM D-2171)..... Special Quote
3. Density Test of Asphalt Core Samples (ASTM D-1188)..... Special Quote
4. Design and Verification of Asphalt Mix
 - a. Initial Mix Special Quote
 - b. Each Additional Special Quote

3.1.3 Bituminous Materials

1. Specific Gravity of Semi-Solid Bituminous Material (ASTM D-70).....Special Quote
2. Bulk Specific Gravity of Bituminous Material/Relative Density
 - Paraffin Coated Specimens (ASTM D-1188)Special Quote
 - Saturated Surface Dry Specimens (ASTM D-2726)..... Special Quote
3. Maximum Theoretical Specific Gravity (ASTM D-2041)..... Special Quote
4. Bitumen Content, Carbon Disulfide Method (ASTM D-4)..... Special Quote
5. Quantitative Extraction of Bitumen (ASTM D-2172) Special Quote
6. Resistance to Plastic Flow, Marshall Apparatus, (ASTM D-1559) Set of Three (3) Special Quote
7. Percent Air Voids in Compacted Paving Mixtures (ASTM D-3203).....Special Quote
8. Effect of Water on Cohesion of Compacted Bituminous Mixture (ASTM D-1075) Set of Four (4) Special Quote
9. Compressive Strength (ASTM D-1074) Set of Three (3)..... Special Quote
10. Degrees of Bituminous Aggregate Particle Coating (ASTM D-2489) Special Quote
11. Index of Aggregate Particle Shape and Texture (ASTM D-3398) Test Per Size FractionSpecial Quote
12. Permeability of Bituminous Mixtures (ASTM D-3637)
 - Laboratory Compacted MixSpecial Quote
 - Field Procured Core..... Special Quote
13. Design and Verification of Asphalt Mix
 - Initial Special Quote
 - Each Additional..... Special Quote

3.2 Concrete

3.2.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Cylinder test specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P009a) \$12.50/ea

3. Additional Slump Testing (ASTM C-143) (code P009b) \$12.50/ea
4. Additional Air Test (ASTM C-173 and C-31) (code P009c) \$12.50/ea
5. Beam Test Specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P019d) \$23.50/ea

3.2.2 Laboratory Testing

1. Curing in Moist Room (ASTM C-511) and Testing of Specimen and Reporting of Results
 - a. Compressive Strength of Concrete Cylinders 6"x12" Test Specimens (ASTM C-39) - Up to Set of Four
 - Strengths up to 6000 psi (code T617) \$58.50/set
 - Each additional cylinder after set of four (code T600) \$15.00/ea
 - High Strength, 6000 psi and above (code T655) \$86.00/set
 - Each additional cylinder after set of four (code T655a) \$22.00/ea
 - b. Compressive Strength of Grout Cubes 2"x2" Test Specimen (ASTM C-942) –
 - Up to Set of Four (code T656) \$58.50/set
 - Each additional cube after set of four (code T656a) \$15.00/ea
 - c. Tensile Strength of Concrete Cylinder 6"x12" Test Specimen (ASTM C-496) (code T603) \$40.00/ea
 - d. Flexural Strength of Concrete Beam 6"x6"x20" Test Specimen (ASTM C-78) –
 - Up to Set of Four (code T604) \$135.00/set
 - Each additional beam after set of four (code T604a) \$38.00/ea
 - e. Compressive Strength of Masonry Units (ASTM C-140) (code T605) \$41.00/ea
 - f. Masonry Prisms (code T722) \$78.50/ea
 - g. Swiss (Schmidt) Rebound Test (ASTM C-805) (code T775) \$78.50/hr
2. Diamond Core Drilling (ASTM D-2113)
 - a. Concrete (diameter/inch depth) Special Quote
 - b. Steel (diameter/inch depth) Special Quote
 - c. Preparation of Drilled Core Sample (diameter/inch depth) Special Quote
 - d. Compressive Strength of Core Sample (ASTM C-42) (code T725) \$38.50/ea
 - e. Standby Time (code T726) \$60.50/hr
3. Reinforcement Steel Inspection (R-Meter) (code I058) \$80.00/hr
4. Windsor Probe Test (plus \$26.00/Set of 3 shots) (code I058a) \$80.00/hr

3.2.3 Laboratory Analysis

1. Concrete Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Course Aggregates -Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 4"x8" Cylinders)
 - a. Initial Mix (code T606) \$385.00/ea
 - b. Each Additional (code T606a) \$290.00/ea
2. Concrete Mix Verification - Six (6) Proof 4"x8" Cylinders (code T620) \$255.00/ea
3. Light Concrete Mix Verification (Sieve Analysis, Dry Unit Weight and Specific Gravity and Color Plate of Fine Aggregates -Six (6) Proof 4"x8" Test Cylinders)
 - a. Initial Mix (code T607) \$355.00/ea
 - b. Each Additional (code T607a) \$325.00/ea

4. Flexural Concrete Pavement Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Coarse Aggregates - Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 6"x6"x20" Beams)
 - a. Initial Mix (code T612) \$411.00/ea
 - b. Each Additional (code T612a) \$350.50/ea
5. Flexural Concrete Pavement Verification Mixes (code T608) \$355.50/ea
(Mixes Batched to Client's design not meeting plastic requirements are discarded) (code T608a).....\$150.00/ea
6. Verification of Grout Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine Aggregates – Color Plate of Fine Aggregates - Six (6) Proof 2"x2" Cubes) (code T627) \$235.00/ea
7. Time of Setting of Concrete Mixtures by Penetration Resistance (ASTM C-403-80)
 - a. Initial Time of Set, First Mix (code T613) \$235.00/ea
 - b. Initial Time of Set Each Additional Mix (code T614) \$180.00/ea
Note: Initial and Final Set Charged at the Above Rates Plus Applicable Technician Time for Over 4.0 Hours
 - c. Initial Time of Set Performed with Strength Tests (code T615) \$180.00/ea
 - d. Additional Initial Time of Sets with Additional Consecutive Strength Tests (code T616) \$135.00/ea
8. Cement Content of Hardened Portland Cement Concrete (ASTM C-85) Special Quote
9. P.H. and Soluble Salts (Chloride, Sulfates, etc.) Special Quote
10. Microscopical Determination of Air Void Content and Parameters of the Air Void System in Hardened Concrete (ASTM C-457, CRD C-42)
 - a. Air Content Only (Includes Preparation and Polishing)
 1. Initial Surface Special Quote
 2. Additional Surface Special Quote
 - b. Air Content, Specific Surface, Spacing Factor
 1. Initial Surface Special Quote
 2. Additional Surface Special Quote
11. Splitting Tensile Strength of Cylindrical Concrete Specimens (Sawing Extra) (ASTM C-496) (code T633) ... \$52.50/ea
12. Packages, Dry, Combined Materials for Mortar and Concrete (ASTM C-387)
 - a. Mortar for Unit Masonry Includes Yield, Bag Weight, Air Content, Water Retention, Compressive Strength (code T704)..... \$210.50/ea
 - b. Concrete Mix Includes Yield, Air Content, Compressive Strength Bag Weight (code T704a)..... \$268.00/ea
13. Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression (code T635) \$75.00/ea

3.3 Cement

1. Complete Physical and Chemical Testing of Portland Cement (ASTM C-150) Special Quote
 - a. Physical Only (Does not Include Optional) Special Quote
 - b. Chemical Only (ASTM C-114) Special Quote

2. Test for Time of Setting of Hydraulic Cement by Vicat Needle (ASTM C-191) (code T802)	\$115.50/ea
3. Test for Fineness of Portland Cement by Air Permeability Apparatus	
ASTM C-204 (code T804)	\$105.00/ea
325 Sieve (code T804a)	\$86.50/ea
4. Test for Compressive Strength of Hydraulic Cement Mortar Using 2 Inch Cube Specimens (ASTM C-109)	
a. 6 Cubes 2 Ages (code T800)	\$161.00/ea
b. 6 Cubes 3 Ages (code T800a)	\$172.00/ea
c. Additional 3 Cubes (code T800b)	\$58.00/ea
5. Tests for Air Content of Hydraulic Cement Mortar (ASTM C-185) (code T805)	\$74.50/ea
6. Test for Time of Settling of Hydraulic Cement by Gillmore Needles (ASTM C-266) (code T803)	\$81.00/ea
7. Test for Tensile Strength of Cement (ASTM C-190) (code T801)	\$46.00/ea
8. Test for Autoclave Expansion of Portland Cement (ASTM C-185)	Special Quote
9. Normal Consistency (ASTM C-187) (code T807)	\$86.50/ea
10. Loss of Ignition (ASTM C-114) (code T808)	\$85.00/ea
11. Throw-Out Mixes (code T728)	\$58.00/ea

3.4 Flyash

1. Complete Physical and Chemical (ASTM C-618 and C-311)	Special Quote
a. Chemical Only (ASTM C-618)	Special Quote
b. Fineness (Blaine) (ASTM C-204) (code T901)	\$81.00/ea
c. Fineness (Wash 325) (ASTM C-430) (code T902)	\$69.50/ea
d. Autoclave (Expansion or Shrinkage)	Special Quote
e. Specific Gravity (ASTM C-188) (code T903)	\$68.00/ea
f. Loss on Ignition (ASTM C-114) (code T904)	\$68.00/ea
g. Pozzolanic Activity Index with Portland Cement - 2 Mixes 28 Day Break Only (code T906)	\$172.00/ea
h. Pozzolanic Activity Index with Lime (code T907)	\$172.00/ea

3.5 Masonry Mortar

1. Compressive Strength (ASTM C-270)	
6 Specimens (code T710)	\$161.00/ea
9 Specimens (code T711)	\$172.00/ea
2. Autoclave Soundness (ASTM C-151)	Special Quote
3. Water Retention (ASTM C-270) (code T713)	\$69.50/ea
4. Time of Setting (ASTM C-266) (Gillmore)	
a. 1 Mix 8.0 Hours or Less (code T714)	\$81.00/ea
b. Additional Mix 8.0 Hours or Less (code T715)	\$58.00/ea
<i>Note: Send 1 Unopened Bat</i>	
5. Complete ASTM C-276 (6 Cubes) (code T715a)	\$289.00/ea

3.6 Soils

3.6.1 Field Inspection

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the “miscellaneous expenses” sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Nuclear Density Testing (ASTM D-2922) (code P019)..... \$18.50/ea
3. Moisture Test In-Place by Nuclear Methods (ASTM D-3017) (code P019a)..... \$13.50/ea
4. Sand Cone Density Test (ASTM D-1556) (code T940) \$33.50/ea
5. Calcium Carbide Gas Pressure Test for Moisture (ASTM D-4944) “Speedy” (code T940a)\$6.00/ea
6. Sample Collection/Delivery *excludes Technician time* (code T940b) \$14.50/ea
7. Hand Auger (ASTM D-1452) (code P115) \$8.00/ft (up to 6 feet)
8. Dynamic Cone Penetrometer (ASTM D-3441) (code I071)..... \$9.00/ft (up to 6 feet)

3.6.2 Laboratory Analysis

1. Atterberg Limits - Liquid and Plastic Limits (ASTM D-4318) (code T301) \$75.00/ea
2. Clay Lumps and Friable Particles (ASTM C-142)
 - Coarse Aggregates (code T411) \$111.00/ea
 - Fine Aggregates (code T412) \$75.00/ea
3. Los Angeles Abrasion (ASTM C-131) (code T422) \$305.00/ea
4. Materials Classification
 - a. AASHTO (code G014) \$155.00/ea
 - b. ASTM D-3282 (code G010) \$155.00/ea
 - c. Unified (USCS) (code G011)..... \$155.00/ea
5. Materials Finer than a No. 200 Sieve
 - a. Soils (ASTM D-1140) (code G026) \$40.00/ea
 - b. Aggregates (ASTM C-117)
 - Fine Aggregates (code G162) \$42.00/ea
 - Coarse Aggregates (code G161)..... \$42.00/ea
6. Modified Proctor Density Method A & B (code G042) \$110.00/ea
 - Modified Proctor Density Method C & D (code G043) \$158.00/ea
7. Moisture Content of Materials (ASTM D-2216) (code T300)..... \$13.50/ea
8. Particle Size Analysis (ASTM D-422) (code T303) \$125.00/ea
9. Relative Density of Soils (ASTM D-2049) (code G042a) \$162.50/ea
10. Sieve Analysis (ASTM C-136) (code T400) \$70.00/ea
11. Soil-Cement-Design and Verification (Materials Supplied by Client F.O.B. Lab) Special Quote
12. Soundness of Aggregates (ASTM C-88) (code T414)..... \$400.00/ea
13. Specific Gravity of Soils (ASTM D-854) (code G004) \$75.00/ea

14. Specific Gravity and Absorption of	
Coarse Aggregates (ASTM C-127) (code T405)	\$69.00/ea
Fine Aggregates (ASTM C-128) (code T406)	\$78.50/ea
15. Standard Proctor Density Method A & B (code G040)	\$100.00/ea
Standard Proctor Density Method C & D (code G041)	\$150.00/ea
16. Unit Weight and Moisture Content of Materials (ASTM C-29) (code G140)	\$68.00/ea

3.7 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a) (within 200 miles)	\$3,000.00/ea
2. Demobilization (code A020a) (within 200 miles)	\$3,000.00/ea
3. Rental (code A020)	\$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self-contained utilities is to be furnished once project site set-up specifics are determined

4.0 Investigative Engineering and Consulting

4.1 Physical Testing

Five (5) Universal testing Machines are available and provide a broad range of compression and tensile testing capabilities. Loading ranges from 100 to 600,000 pounds are available utilizing these apparatuses.

Initial Set-Up (code I001).....	\$220.50
Machine Time (code I002)	\$166.00/hr
Report Time (code I003).....	\$ 88.00/hr

4.2 Paints

	<u>TMS</u>	<u>ASTM</u>	
Total Solids, Percent by weight of Paint		D2621	Special Quote
Pigment, Percent by weight of Paint	4021.1	D2698	Special Quote
Nonvolatile Vehicle, Percent by Wt. of Paint	4053.1	D2369	Special Quote
Weight per Gallon, LBS.	4184	D1475	Special Quote
Consistency; K.U.	4287	D562	Special Quote
Fineness of Grind	4411.1		Special Quote
Drying Time	4061.2		Special Quote
Direction Reflectance		E97	Special Quote
Gloss 60 Specular	6101.1		Special Quote
Dry Opacity	4121.1		Special Quote
Lead, percent nonvolatile	7060	D4834	Special Quote
Elcometer Pull-off adhesion			Special Quote
Heat Stability			Special Quote
Flexibility			Special Quote

4.3 Equipment Fees

Nillson Resistance Meter (code I058b)	\$22.00/day
Portable Dynamic Cone Penetrometer (code I071a).....	\$22.00/day
Portable Dynamometer (code I072)	\$39.00/day
Barcol Hardness Impressor (code I081)	\$17.00/day
Durometer Hardness Gauges (code I082).....	\$17.00/day
Tooke Gauge (Paint Thickness) (code I083)	\$17.00/day
Positector (Paint Thickness) (code I084)	\$22.00/day
Calibrated Torque Wrench (code I092).....	\$27.00/day
Hunter Force Indicator (code I093)	\$27.00/day
Compton Fastener Tester (code I505).....	\$27.00/day
Dial Micrometers (code I103).....	\$11.00/day

4.4 Plastic (Fibrous Reinforced)

ASTM D638 (Tensile) (code I120)	\$446.00/set of 5
ASTM D790 (Flexural) (code I121).....	\$446.00/set of 5
ASTM D2584 (LOI/Resin Content) (code I122).....	\$100.00/set of 5
ASTM D2583 (Hardness) (code I123)	\$66.00/ea
ASTM D1621 (Compressive) (code I124).....	\$446.00/set of 5
ASTM D1622 (Density) (code I125)	\$100.00/set of 3

5.0 Environmental and Hydrogeological Services

Thompson's Environmental Group is comprised of a diverse team of professionals with significant knowledge and experience in environmental compliance and permitting, audits and assessments, engineering design, and monitoring and supervision of remedial activities. We are capable of managing matters involving site selection, assessment, planning and permitting, remediation, waste minimization, and regulatory compliance. We also provide stormwater pollution prevention plans (SWPPP) in accordance with the state environmental regulatory requirements, as well as furnish inspections and reporting. Furthermore, we provide formalized Qualified Credential Inspector (QCI) training programs (initial course with required renewals) that meet both state and transportation department requirements.

5.1 Subsurface Exploration

5.1.1 Groundwater Monitoring Wells

1. Drill Crew - 3 man (Portal-to-Portal) Special Quote
(Loadup, Mobilization, Decontamination, Sampling, Installation, Demobilization, Cleanup)
2. Direct Push – Investigations..... Special Quote
3. Hand Auger Sampling Special Quote
4. Abandonment – Inspection Special Quote
5. Asbestos – Surveying Special Quote
6. Lead Base Paint – Sampling/Testing Special Quote
7. Regulatory Compliance Special Quote
8. Environmental Engineering Special Quote
9. Safety Special Quote

Note: Bulldozer, clearing or special rental, protective safety gear, equipment or additional requested supplies/materials, permits to be provided by client or charged at cost plus 15%. Sites which require a high level of OSHA safety to be quoted on a project by project basis.

Client is responsible for location of core borings outside safe OSHA designated distances from above and underground utilities. Contaminated materials removed from the ground to be responsibility of client unless previously arranged. Hollow stem drilling/sampling operations conducted below water table are conducted at client's risk.

5.1.2 Field Equipment

1. Field Portable Gas Chromatograph (FID) (code E002) \$160.00/day
2. Field Organic Vapor Analyzer (PID) (code E003) \$115.50/day
3. Explosimeter/O₂ Meter (code E004) \$78.00/day
4. pH Meter, Cond. Meter (code E005) \$11.00/day
5. Andersen N6 Air Sampler (IAQ) (code I039)..... \$220.00/ea
6. Optical Survey Equipment (code I106)..... \$105.00/day
7. Well Development/Sampling Unit (Gen., Air Compressor, Accessories) (code E007)..... \$100.00/day
8. Field Decontamination Unit (Gen., Power Washer, Accessories) Special Quote
9. Pump Test Unit (Submersible Pump, Power & Flow Controls) (code E009) \$100.00/day
10. Monitoring well Evacuation Pump Special Quote
11. Metal Detector/Line Locator (code E011).....\$66.00/day
12. 5kw Electrical Generator Unit (code E014)\$66.00/day
13. Well Sampling Expendables (Bailer Decon., Prot. Gear, etc.) (code E017)\$17.00/well
14. Water Level Detector (code E018)\$11.00/day

15. Stormwater Sampling Instrumentation (Integrated rainfall gauge, flow measurement, and automatic sampler) (code E019)	\$772.00/week
a. Workboat and 2 man crew	Special Quote
16. GPS (Sub-Foot Accuracy) (code E025)	\$20.00/day
Note: Additional specialized field equipment available through coordination with individual divisions' specialized services.	

Prices available upon request.

6.0 Building Envelope / Roof Consulting / Equipment

6.1 Roofing Materials Testing

ASTM D36: Softening Point of Bitumen.....	Special Quote
ASTM D146: Pliability of Roofing Felt.....	Special Quote
ASTM D146: Strength of Roofing Felt	Special Quote
ASTM D228: Asphalt Roll Roofing, Cap Sheets & Shingles:	
a. Pliability.....	Special Quote
b. Behavior on Heating.....	Special Quote
ASTM D1863: Mineral Aggregate Used on Built-Up Roofs:	
a. Gradation (Size)	Special Quote
b. Dust Content (%)	Special Quote
ASTM D1864:.....	Moisture in Built-Up Roof
Aggregates	Special Quote
ASTM D2823:.....	Asphalt Roof Coatings:
a. Uniformity.....	Special Quote
b. Consistency (Stormer Viscometer)	Special Quote
c. Nonvolatile Matter	Special Quote
d. Behavior at 140° Fahrenheit	Special Quote
e. Pliability at 32° Fahrenheit	Special Quote
f. Water (percent).....	Special Quote
g. Residue by Evaporation.....	Special Quote
ASTM D2829:	Analysis of Built-Up Roof Samples (Surfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM D3617:	Analysis of Built-Up Roof Samples (Unsurfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM E515:.....	Field Leak testing of Seams
(Single Ply Membranes).....	Special Quote
Nuclear Roof Moisture Survey	Quote Available Upon Request
Infrared Roof Survey.....	Quote Available Upon Request

Prices for specific tests of polymeric single ply membrane materials available on request.

6.2 Equipment Fees

Infrared Camera for Roof Survey (code I065)	\$250.00/day
Nuclear Roof Moisture Gauge (code I060)	\$150.00/day
Roof Uplift Chamber (code I099)	\$200.00/day
Window Spray Testing Equipment (code I035)	\$200.00/day
Interior Air Chamber Materials (code I079)	\$100.00/ea
Rappelling Equipment (code I142)	\$100.00/day
Fastener Pull Resistance Tester (code I505a)	\$50.00/day
Roof Moisture Meter (code I011)	\$25.00/day
Wall Moisture Meter (code I012).....	\$20.00/day
Concrete Moisture Meter (code I013)	\$20.00/day

Schedule of Fees and Services
Thompson Engineering, Inc.
6.0 Building Envelope / Roof Consulting / Equipment

Troxler Nuclear Gauge Model 3216 (code I060).....	\$150.00/day
Holiday (Void) Meter (code I 217)	\$45.00/day
Hygrometers Analog (code I062).....	\$20.00/day
Psychrometer (code I061)	\$20.00/day
Anemometer (code I117)	\$10.00/day
Borescope (code I116)	\$40.00/day
Digital Caliper (code I118).....	\$10.00/day
Moisture Detector - Probe (code I41)	\$20.00/day
Delmhorst G30 & DP Moisture Detectors (code I141)	\$22.00/day
Coating Mil Thickness Gauge (NACE Standards) (code I084a)	\$20.00/day

7.0 Surveying

Registered/Professional Land Surveyor II (code 604)	See Section 1.1 Personnel
Registered/Professional Land Surveyor I (code 605)	See Section 1.1 Personnel
Drone Data Processor (code 601)	See Section 1.1 Personnel
Drone Pilot (code 602)	See Section 1.1 Personnel
Surveyor, Party Chief (code 603)	See Section 1.1 Personnel
Surveyor, Instrument Man (code 606)	See Section 1.1 Personnel
Surveyor, Rodman (code 607)	See Section 1.1 Personnel
Two-man Crew	\$200.00/hr.
Three-man Crew	\$250.00/hr.

Equipment List:

- Trimble R12 and Spectra Precision’s SP80 Real Time Kinematic GNSS Receivers
- Trimble tsc7 Data Collectors
- Trimble S5 Robotic Total Station
- Trimble Dini Digital Levels

7.1 Aerial Survey (Drone) Equipment

Lidar (code S200)	\$1,250.00/day
Photogrammetry (code S201)	\$1,000.00/day

8.0 Subsurface Utility Engineering

8.1 NDE / Ground Penetrating Radar

Mileage (code A002)	See Section 1.2 Other Expenses
Per Diem (code A004)	See Section 1.2 Other Expenses
Non Salary Expense (Consumables)	Cost +10%
Metal Detector/Line Locator (code E011)	\$75.00/day
GPR Equipment (Voids and Utilities) (code G430)	\$300.00/day
GPR Day Rate	Special Quote
Survey of Exploration Results	Special Quote
Mapping of Exploration Results	Special Quote

8.2 Advanced Exploration

5kw Generator (code E014)	\$100.00/day
Diamond Core Drilling	Special Quote
Hand Auger (ASTM D-1452) (code P115)	\$8.00/foot
Borescope (code I116)	\$100.00/day
DCP (ASTM D-3441) (code I071)	\$9.00/foot
Optical Survey Equipment (code I06)	\$115.00/day
Sample Collection (code T940b)	\$15.00/ea
GPS (code E025)	\$30.00/day
Pneumatic Probing	Special Quote
Pneumatic/Hydro Excavation (Potholing/Trenching)	Special Quote

9.0 Guidance and General Notes

9.1 Sample Submission

Guidance is provided herein for materials submitted to the laboratory to assure efficient response, accountability, sample integrity, and safety of laboratory personnel. Proper handling of material test samples is critical to the generation of meaningful results.

All material samples should be clearly identified and labeled including client name, sample number, and date/time submitted. Written instructions should be provided which clearly illustrate test and time requirements.

To ensure the health and safety of laboratory personnel and care of laboratory equipment, it is requested that identification include any awareness of sample contamination due to foreign organic and/or inorganic matter. Bulk soil samples (e.g. moisture-density and maximum-minimum index density tests) may be submitted in bound canvas (or plastic) bags, plastic (or metal) buckets with lid, or other similar container with identification of individual samples placed upon or into such container. Disturbed soil samples representative of in-situ substrata should be submitted in moisture-tight plastic or glass sealed containers with identification of individual samples clearly printed upon the exterior.

Undisturbed soil samples should be submitted in sealed thin-wall Shelby sampler tubes or within sealed rigid containers if previously extruded. Undisturbed soil samples and cores should be delivered in a vertical position with consideration to minimize sample vibration and exposure to heat. All soil samples representative of in-situ substrata and submitted to the laboratory should include sample depth (below existing ground surface) and Standard Penetration Resistance values, if applicable.

Excess (or unused) material samples obtained by us or submitted by the client for laboratory analysis are normally archived for a minimum period of 60 days following the date of project test completion unless custody is transferred at the request of the client or additional archive period is specifically requested by the our Engineer-In-Charge or client. Excess sample material may be returned to the client at their request and expense. Samples contaminated with matter meeting Federal and/or State Classification as a hazardous waste must be retrieved by the client at their expense.

9.2 Laboratory Analyses Procedures

Material test procedures listed are performed in accordance with accepted methodologies (Department of the Army, Corps of Engineers; American Society of Testing Materials, ASTM; and American Association of State Highway and Transportation Officials, AASHTO) and are referenced herein. Where such procedures dictate, requested tests of soil samples having insufficient amount of soil by weight or volume, and requested tests upon undisturbed soil samples having inclusions or evidence of disturbance or other physical qualities which indicate the sample to be unsuitable for development of meaningful results, the specific test(s) may not be performed and the client will be charged a minimum soil processing fee as provided herein.

Testing of materials for which there exist no current standards or standard test procedural modifications as authorized by the client for specific material requirements (e.g. samples containing hazardous waste as described) will be performed based upon actual time plus expenses. Contract prices are quoted upon request.

EXHIBIT D:

PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
 - Hard Copy
 - CADD File
 - PDF
- Hard Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- Electronic (Word) copy of the Contract Documents
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant

EXHIBIT E:

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)

5/8/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No): 770.756.6599
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg		19445
INSURER B : The Continental Insurance Company		35289
INSURER C : Everest National Insurance Company		10120
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 751235146

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 ☒ PRO-JECT ☐ LOC OTHER:			GL6360655	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA5774685	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7036845375	8/1/2024	8/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC013265767 (AOS) WC013265768 (CA)	8/1/2024 8/1/2024	8/1/2025 8/1/2025	☒ 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
C	Professional Liability incl. Pollution Liability			AAEP000499241	8/1/2024	8/1/2025	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)

Re: Project #TAPAA-TA17(938), Sidewalks on Dauphin Island Parkway.

City of Mobile, Alabama and Client are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

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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EXHIBIT F:

SUBCONTRACTING PLAN AND E-VERIFY AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HINDS

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Joel H. Hudnall (affiant) who, being duly sworn says as follows:

President/CEO of Neel-Schaffer, 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 CEO for Neel-Schaffer 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 contract, 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 contract and shall be responsible for all damages resulting therefrom.

I further attest that said Neel-Schaffer, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 128686.

Joel H. Hudnall
CEO of Neel-Schaffer

Sworn to and subscribed before me this 29th day of July, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Barbara L. Earles
Signature and Seal of Notary Public





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: Archevique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Neel-Schaffer, Inc
Address	PO BOX 22625 Jackson Ms 39225
Telephone	601-948-3071
E-Mail	anthony.fresolone@neel-schaffer.com

RFP/RFO Solicitation Number	2018-3005--19
Project Description	Innovating St. Louis St
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Anthony Fresolone

Signature:  Date: 7-29-25

Title: Senior Project Manager

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Anthony Fresolone Title: Senior Project Manager

Email: anthony.fresolone@neel-schaffer.com Phone: 251-581-0248



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.kidd@atyofmobile.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		Your Bid/Proposal Amount \$
Neel-Schaffer Inc		\$1,870,132.75

Please Print Company Neel-Schaffer Inc You CEI

7 / 29 / 2025 Description

Name of Bidder/Proposer: Anthony Fresolone

Date:

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]Page 3 of 5
Subcontractor/Supplier Plan rev. 7/29/2021

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Independent Contractor Services Agreement (*services*) between the City of Mobile and Thompson Engineering, Inc. (*name of contracting party*) attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk



July 30, 2025

Nick Amberger, P.E.
City of Mobile Engineering Department
205 Government Street
3rd Floor, South Tower
Mobile, Alabama 36644

RE: Independent Contractor Services Agreement
Partially Executed Contracts

Nick,

Attached, please find five (5) partially executed contracts for the above-mentioned project. Please let us know if you have any questions or need additional information.

Respectfully submitted,

THOMPSON ENGINEERING, INC.

Matthew C. Rogers, P.E.
Principal Engineer / Team Leader

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Mobile (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and Thompson Engineering, Inc., a Delaware corporation (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

1. Scope of Services

1.1 Services. Contractor shall provide embedded engineering and project management support as described in the Fee Proposal attached hereto - Exhibit A (the "Services"), including full-time placement of an engineer ("Key Personnel") and ancillary project management support ("Support Personnel").

1.2 Additional Tasks. City-initiated requests for work outside Exhibit A shall be memorialized in a written amendment per Section 4.

2. Term

2.1 Term. This Agreement commences on **August 1, 2025**, and automatically terminates on **July 31, 2026**, unless earlier terminated under Section 16. The Parties may renew this Agreement for successive one-year terms **only** if, before the current term expires:

- a. Both Parties execute a written renewal instrument that states the Contractor's compensation for the renewal term; and
- b. The City Council of Mobile, Alabama, adopts a resolution approving the renewal and appropriating the necessary funds.
- c. No renewal is effective or binding until the City Council approval in Paragraph 2 is obtained.

2.2 Funding-Out; Non-Appropriation. The City's obligations under this Agreement extend only to those funds appropriated by the Mobile City Council for the express purpose of this Agreement. Continuation of the Agreement beyond the City's current fiscal year is therefore contingent upon the Council's annual appropriation of sufficient funds. If, in any subsequent fiscal year, the Council fails to appropriate funds adequate to meet the City's remaining payment obligations, the City may terminate this Agreement automatically and without penalty as of the last day for which appropriated funds are available, by providing written notice to Contractor. The City shall be liable only for payment for Services properly performed and accepted through the effective date of termination, and Contractor shall have no further claim against the City, its officers, or its agents for any remaining term.

3. Compensation & Invoicing

3.1 Maximum Contract Sum (Not-to-Exceed). The total amount payable by the City under this Agreement, including all fees, costs, and reimbursable expenses, shall not exceed Four Hundred

Twenty-One Thousand Seven Hundred Eighty-Nine and 92/100 Dollars (\$421,789.92) (the "Contract Sum"), unless the Parties agree in writing to modify the Contract Sum pursuant to § 4. The Contractor shall be solely responsible for any costs exceeding the Contract Sum unless such increase is authorized by a written amendment under § 4.

3.2 Installment Schedule. Subject to § 3.1, the City will pay Contractor twelve (12) equal monthly installments of Thirty-Five Thousand One Hundred Forty-Nine and 16/100 Dollars (\$35,149.16) following satisfactory performance of Services for the corresponding month, as detailed in Exhibit A.

3.3 Invoices; Payment of Undisputed Amounts.

- a. **Monthly Invoice.** Contractor shall submit an itemized invoice each month via e-mail to [vendorinvoices@cityofmobile.org] that references this Agreement, contract number, invoice number, summarizes Services performed, and shows cumulative charges against the Contract Sum.
- b. **Undisputed Portion Paid Promptly.** Within thirty (30) calendar days after the City's receipt of a proper invoice, the City will pay the undisputed portion of that invoice.
- c. **Withholding of Disputed Sums.** The City may withhold payment of any amount it disputes in good faith, provided it gives Contractor written notice stating the basis of the dispute within the same thirty-day period. The parties shall cooperate in good faith to resolve the dispute; any amount thereafter agreed or determined to be payable shall be paid promptly.
- d. **No Waiver.** Payment of an invoice, in whole or in part, shall not constitute the City's acceptance of defective or non-conforming Services nor waive any other rights or remedies available to the City.

4. Change Management

4.1 Scope Changes. All changes to the Services shall be requested in writing by the City and accompanied by proposed cost and schedule impacts.

4.2 Change Authorization. No change shall bind the City until approved by the Mayor or designee in writing.

5. Independent Contractor Relationship

5.1 Status. Contractor and its personnel are independent contractors and shall not be deemed City employees or eligible for City benefits.

5.2 Taxes. Contractor is responsible for all payroll taxes, social security, insurance, and similar obligations.

5.3 No Authority to Bind City. Contractor, their employees, agents, and subcontractors are **not** authorized and shall **not** represent themselves to be agents of the City. Except as may be expressly set forth in this Agreement or in a separate, written delegation signed by the Mayor (or designee), Contractor has **no actual, apparent, or implied authority to bind the City** to any contract,

obligation, affirmation, representation, or warranty, nor to incur any liability on the City's behalf. Any attempt to do so shall be void and shall constitute a material breach of this Agreement.

6. Workspace & Access

6.1 Workspace. City will provide one (1) desk space and reasonable access to City facilities (conference rooms, office equipment) solely for the Services. Contractor shall comply with City facility rules and security protocols.

6.2 Return of City Property & Data Upon Termination.

- a. **City Assets.** Within five (5) business days after the expiration or earlier termination of this Agreement—or sooner upon the City's written demand—Contractor shall return to the City all City-furnished assets, including but not limited to equipment, tools, access cards, identification badges, keys, and any other tangible property.
- b. **Records and Data.** Contractor shall concurrently deliver to the City (or, at the City's written election, permanently destroy) all City data, documents, recordings, software, and other materials, in any medium, that were provided by the City or generated for the City in connection with the Services.
- c. **Certification.** Within ten (10) calendar days after completing the obligations in paragraphs (a) and (b), Contractor shall provide the City with a written certification, signed by an authorized officer, confirming that all City property has been returned and that no copies, extracts, or summaries of City data have been retained, except to the limited extent required by applicable law or valid professional-liability insurance obligations, in which case Contractor shall continue to safeguard such materials in accordance with this Agreement.
- d. **Survival.** Contractor's obligations under this Section survive the termination or expiration of this Agreement.

7. Key Personnel

7.1 Designation. Contractor provided engineer is designated as Key Personnel. Any replacement of Key Personnel requires prior written approval of the City.

7.2 Substitution. If Key Personnel become unavailable, Contractor will propose a qualified substitute within ten (10) days at no additional cost.

8. Conflict of Interest.

Contractor shall notify the City in writing within five (5) business days after becoming aware of any actual or potential conflict of interest that could reasonably affect the performance of its obligations under this Agreement.

9. Confidentiality & Records; Audit

9.1 Confidential Information. Contractor shall keep confidential all non-public City information obtained in performance of Services and use it solely for purposes of this Agreement.

9.2 Records Retention. Contractor shall maintain books, time records and expense documentation for at least three (3) years and make them available to City upon reasonable notice.

9.3 Audit Rights. City may audit Contractor's records relating to this Agreement upon reasonable notice.

9.4 Alabama Public Records Act Compliance.

Contractor acknowledges that any documents, data, or other records it creates or furnishes under this Agreement that come into the City's possession **constitute** "public records" under the Alabama Public Records Act, Ala. Code §§ 36-12-40 et seq. Unless a statutory exemption applies, the City may be legally required to disclose such records in response to a lawful request. The City shall incur no liability to Contractor for any disclosure made in good-faith compliance with the Act. If Contractor asserts that specific information is exempt from disclosure, Contractor shall—within fifteen (15) business days after the City's written notice—identify the applicable exemption and provide a legally sufficient written justification; otherwise, the City may release the information without further notice to Contractor.

10. Personnel & Physical Security

10.1 Pre-Assignment Screening.

Contractor shall ensure that each employee, agent, or subcontractor who will require access to City facilities, systems, or sensitive data first:

- a. undergoes a criminal-background check acceptable to the City; and
- b. satisfies all City physical-security protocols (e.g., badge issuance, visitor logs, escort requirements).

No individual may be assigned to the Project until the City's Security Division issues written clearance.

10.2 Credentials, Access, and Removal.

- a. Contractor shall issue and track all identification badges and keys provided by the City and shall immediately retrieve and return them when an individual's assignment ends or upon the City's written demand.
- b. The City may revoke an individual's clearance at any time for reasonable cause; upon notice, Contractor shall immediately remove that individual from City premises and information systems.

10.3 Contractor's Duty to Enforce.

Contractor shall enforce all City safety and security rules—including emergency-evacuation, visitor-control, and workplace-violence policies—among its personnel while on City property.

10.4 Survival.

Obligations in this Article survive termination or expiration of the Agreement.

11. Information & Data Security

11.1 City IT Acceptable-Use Compliance.

Whenever accessing, processing, storing, or transmitting City data—or connecting to any City network—Contractor and its personnel shall comply with the City of Mobile Information-Technology Acceptable-Use Policy, Cyber-Security Standards, and any successor policies (collectively, “IT Policies”).

11.2 Data Safeguards & Privacy.

Contractor shall implement and maintain administrative, technical, and physical safeguards appropriate to the sensitivity of City data, including, at minimum:

- a. encryption in transit and at rest; and
- b. least-privilege access controls and multifactor authentication where supported; and
- c. secure media-handling and disposal procedures; and
- d. compliance with all applicable privacy laws, regulations, and industry standards.

11.3 CJIS-Covered Data.

If the Services involve information governed by the FBI *Criminal Justice Information Services (CJIS) Security Policy*, Contractor shall:

- a. Maintain safeguards that meet or exceed the then-current CJIS Security Policy; and
- b. Ensure all personnel complete City-approved CJIS security-awareness training and pass the requisite background checks before access is granted; and
- c. Execute any CJIS security addenda or agreements required by the City or the State of Alabama; and
- d. Cooperate with City or state compliance audits, incident-response investigations, and certification activities.

11.4 Incident Notification.

Contractor shall notify the City’s Chief Information Security Officer **in writing within twenty-four (24) hours** after discovering any actual or suspected security incident involving City data, networks, or systems, and shall cooperate fully in containment, remediation, and forensic analysis.

11.5 Audit & Cooperation.

Upon the City’s written request and with reasonable notice, Contractor shall make security-related records available for City review or audit and shall remediate any material deficiencies identified.

11.6 Survival.

All obligations in this Article survive expiration or earlier termination of the Agreement.

12.0 Insurance Requirement

- a. **General.** Contractor shall, at its sole cost, procure and maintain in force for the duration of this Agreement the insurance described below with insurers admitted in Alabama and rated

at least A-, VII by A.M. Best. Endorsements required below shall be delivered to the City as exhibits; full policies shall be produced upon written request.

b. **Coverage & Limits** (edition dates 04-13 or later unless otherwise noted):

- **Commercial General Liability** - ISO CG 00 01 occ. form
Limits: \$1,000,000 per occurrence / \$2,000,000 general & products-completed ops aggregate (per-project agg. via ISO CG 25 03 if available)
- **Automobile Liability** (covering owned, non-owned and hired vehicles)
 - Combined Single Limit (bodily injury & property damage): \$1,000,000 per accident
 - If Contractor owns no autos, maintain Hired & Non-Owned Auto Liability with same limit.
- **Workers' Compensation & Employers' Liability**
 - Workers' Compensation as required by Alabama law
 - Employers' Liability: \$500,000 each accident
- **Umbrella / Excess Liability**
 - Limits: \$2,000,000 each occurrence / \$2,000,000 aggregate
 - Shall follow-form over Commercial General Liability, Automobile Liability, and Employer's Liability
- **Professional Liability**
 - \$2,000,000 each claim & aggregate
 - Maintain coverage or 2-yr tail after completion

c. **Required Endorsements & Provisions**

- **Primary & Non-Contributory:** All insurance coverage required herein shall be primary to, and non-contributory with, any insurance maintained by the City of Mobile.
- **Additional Insured:** Contractor shall cause its Commercial General Liability, Automobile Liability, and Umbrella policies to include the City of Mobile, its officers, employees, and volunteers as Additional Insureds on a primary, non-contributory basis, using ISO endorsement forms CG 20 10 and CG 20 37 (or equivalents).
- **Waiver of Subrogation:** Contractor and its insurers shall waive all rights of subrogation against the City of Mobile, its officers, employees, and volunteers, by endorsement form WC 00 03 13 (or equivalent) on the Workers' Compensation policy and by appropriate endorsement on all other applicable policies (CGL, Auto, E&O).
- **Notice of Cancellation:** All policies (except Workers' Compensation) shall provide the City of Mobile at least thirty (30) days' advance written notice of cancellation, non-

renewal, or material change (ten (10) days for non-payment), using ISO CG 02 24 10 13 (or equivalent) to guarantee notice.

12.1 Flow-Down Requirement

Contractor shall cause every subcontractor, supplier, vendor, or other entity engaged in the performance of the Services to:

- a. **Insurance.** Maintain liability insurance (CGL, Auto, WC/EL, Umbrella, and Professional Liability, as applicable) with limits, endorsements, and conditions no less protective of the City than those required of by Contractor.
- b. **Indemnity.** Execute written indemnity provisions in favor of the City that are no less protective than the indemnity obligations assumed by Contractor.
- c. **Evidence.** Furnish certificates of insurance and required endorsements to Contractor before the subcontractor commences work, and Contractor shall provide such evidence to the City upon request.
- d. **Material Breach.** Failure by any subcontractor, supplier, vendor, or other entity to maintain the required insurance coverages, endorsements, or to furnish the Certificates of Insurance and endorsements as required above shall constitute a material breach of this Agreement by Contractor, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause, and pursue any other remedies available.

13. Indemnification

13.1 General Liability Indemnification (CGL/Auto-Backed)

- a. **Indemnity & Duty to Defend.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City of Mobile, Alabama, and its officers, elected officials, agents, representatives, and employees ("City") from and against any and all claims, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use) to the extent caused, in whole or in part, by the negligent or reckless acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The duty to defend applies only to claims that are, or but for exhaustion of limits would be, covered by Contractor's Commercial General Liability or Automobile Liability insurance.
- b. **Sole-Negligence Carve-Out.** Contractor shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence.
- c. **No Limitation by Insurance.** Contractor's indemnity obligations are independent of and shall not be limited by any insurance maintained by Contractor.

13.2 Professional Services Indemnification (E&O-Backed)

The Contractor shall procure and maintain the professional liability insurance required by **the Insurance Clause** of this Agreement, which insurance is a condition precedent to the effectiveness of this indemnity.

- a. **Indemnification.** In accordance with § 41-9A-3, Code of Alabama (1975), the Contractor shall indemnify and hold harmless the **City of Mobile, Alabama** and its officers, elected officials, agents, representatives, and employees (collectively, “City”) from and against any and all claims, suits, liabilities, damages, losses, **diminution in value**, costs, and related expenses (including reasonable attorney fees and court costs) **to the extent** caused, **in whole or in part**, by the negligent, reckless, or intentional acts or omissions, **intellectual-property infringement, or failure to pay a subcontractor or supplier** of the Contractor, its subcontractors, or anyone for whom the Contractor is legally liable.
- b. **Defense-Cost Reimbursement.** *To the extent permitted by § 41-9A-3, Code of Ala. 1975,* the Contractor shall **reimburse** the City for the reasonable attorney fees, expert fees, and litigation costs it incurs in defending a claim described above, **but only in proportion to** (i) the Contractor’s adjudicated share of fault, **or** (ii) the share of any settlement that is reasonably attributable to the Contractor’s conduct.

To the fullest extent permitted by § 41-9A-3, Code of Alabama 1975, the Contractor shall reimburse the City for all reasonable attorney’s fees, expert fees, and litigation costs the City incurs in investigating or defending any claim described in this Agreement, in proportion to (i) the Contractor’s adjudicated share of fault, or (ii) the portion of liability, settlement, or resolution that is reasonably attributable to the acts, errors, or omissions of the Contractor or its subcontractors, agents, or employees, whether or not the Contractor funds such settlement or resolution.

13.3 Notice, Tender & Cooperation; Survival. City shall promptly notify Contractor in writing of any claim subject to indemnification hereunder and shall tender such claim to Contractor for defense. Contractor shall cooperate fully with City in the defense and resolution of any such claim. City may, at its own expense, participate in the defense with counsel of its own choosing. All obligations under this indemnity provision shall survive completion, termination, or expiration of this Agreement.

13.4 Completion. For purposes of this Section, “completion” shall mean both (a) the City’s final acceptance of all Services or deliverables and (b) the formal close-out of the project, including resolution of punch-list items, delivery of all final documentation, and completion of any administrative close-out tasks.

13.5 Survival & Flow-Down. This Section shall survive termination or expiration of the Agreement. The Contractor shall require its subcontractors and suppliers to accept indemnity obligations no less protective of the City than those set forth herein.

13.6 Statutory Limitation. The Contractor’s obligations to indemnify, hold harmless, or reimburse defense costs under this Agreement shall apply only to the extent permitted by § 41-9A-3, Code of Alabama 1975, as amended, and any successor statute. Nothing in this Agreement shall be interpreted to impose obligations beyond those allowed by applicable law or the coverage available under the Contractor’s professional liability insurance.

13.7 Material Breach. Failure by Contractor or any subcontractor to maintain the insurance coverages, endorsements, or to furnish Certificates of Insurance and required endorsements prior to commencement of Services shall constitute a material breach, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause or reimbursement for damages directly from Contractor directly caused by the breach.

13.8 City Review of Policy. City reserves the right to review and/or reject any insurance policy or endorsement that it, in its reasonable discretion, deems insufficient or non-compliant. Contractor shall have ten (10) business days to cure.

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

15. Compliance with Laws and Licensing

15.1 Legal Compliance. Contractor shall perform Services in compliance with all applicable federal, state, and local laws, regulations and building codes.

15.2 Licensing. Contractor and its personnel shall maintain all required professional licenses, registrations, and certifications (e.g., Professional Engineer under Ala. Code § 34-11-1 et seq.). Contractor shall provide copies of current licenses prior to commencement and upon renewal and notify City within five (5) business days of any change in status.

15.3 Immigration Compliance (E-Verify).

Pursuant to Ala. Code § 31-13-9, Contractor affirms enrollment in the U.S. Department of Homeland Security's **E-Verify** program and shall continue participation throughout the Term. Before commencing Services, Contractor shall deliver to the City a fully executed **E-Verify affidavit** (Form "Affidavit of Immigration Law Compliance") and will provide updated affidavits upon each renewal of this Agreement.

15.4 Anti-Discriminatory Boycott Representation (Ala. Code § 41-16-5).

Contractor represents that it is not currently engaged in, and for the duration of this Agreement will not engage in, **any** boycott—as that term is defined in Ala. Code § 41-16-5(a)(1)—of a person or business entity that is doing business in a jurisdiction with which the State of Alabama can enjoy open trade.

15.5 Drug-Free Workplace & OSHA Compliance.

Drug-Free & Safety Compliance. Contractor shall maintain a drug-free workplace consistent with 41 U.S.C. § 8101 et seq. and shall ensure its personnel comply with all applicable OSHA and City safety rules while on City premises. Contractor shall promptly notify the City of any OSHA citation or drug-related violation arising from the Services.

15.6 Non-Discrimination (Title VI / ADA).

Contractor shall not discriminate against any person on the basis of race, color, national origin, sex, disability, age, or any other status protected by law and shall comply with **Title VI of the Civil**

Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), and all implementing regulations. Contractor shall ensure that its programs, services, and activities under this Agreement are accessible to persons with disabilities and shall provide reasonable accommodations upon request.

16. Termination

16.1 For Convenience. City may terminate for convenience with fourteen (14) days' prior written notice.

16.2 For Cause. City may terminate immediately for material breach, including but not limited to failure to manage conflicts or maintain licenses.

16.3 Wind-Down Services (City Option). At the City's sole option, which the City may exercise in its termination notice or by separate written directive issued within five (5) business days thereafter, Contractor shall continue to provide reasonable transition or wind-down Services for a period not to exceed thirty (30) calendar days after the effective date of termination. Contractor shall perform any such Services in accordance with the requirements of this Agreement and at the rates (and within the not-to-exceed compensation ceiling) specified in § 3. If the City does *not* elect to require wind-down Services, Contractor's obligations to perform Services shall cease on the termination date, and no further wind-down liability shall attach to either party.

16.4 Final Payment. City shall pay Contractor for Services rendered and costs incurred through the effective date of termination.

17. Mutual Non-Solicitation & Non-Hiring

During the term and for twelve (12) months thereafter, Contractor shall not directly or indirectly solicit for employment or hire any employee without City's prior written consent, and City shall not directly or indirectly solicit for employment or hire any Contractor employee without Contractor's prior written consent.

18. Assignment & Subcontracting

18.1 Assignment. Neither party may assign this Agreement without the other's prior written consent.

18.2 Subcontracting. Contractor may subcontract Services only with City's written approval and remains responsible for performance of all subcontractors.

19. Governing Law & Venue

This Agreement and any dispute arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict-of-laws principles. The parties agree that any action or proceeding relating to this Agreement shall be brought exclusively in the state courts of Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, Mobile Division, and each party hereby irrevocably submits to the personal jurisdiction and venue of such courts.

20. Notices.

Any notice, demand, request, or other communication required or permitted under this Agreement (“Notice”) shall be in writing and shall be deemed given and effective:

- Upon **personal delivery** to the recipient;
- Upon confirmed delivery by a **recognized overnight courier service** (e.g., FedEx, UPS); or
- **Three (3) business days** after deposit in the United States Postal Service, sent by **certified mail, return receipt requested**, postage prepaid.

All Notices shall be addressed as follows:

If to the City:

**City Engineering Department
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: Nicholas Amberger, P.E.**

Copy to:

**City of Mobile Legal Department
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: City Attorney**

If to the Contractor:

**Thompson Engineering, Inc.
2970 Cottage Hill Rd, Ste. 190
Mobile, AL 36606
Attn: Mr. Kendall Kilpatrick, P.E.**

Copy to:

**Thompson Engineering Legal Dept.
2970 Cottage Hill Rd, Ste. 190
Mobile, AL 36606
Attn: General Counsel**

21. Entire Agreement; Amendments

This document, including Exhibits A–B, constitutes the entire Agreement and supersedes all prior discussions. Any amendment must be in writing and signed by both parties.

22. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

THOMPSON ENGINEERING, INC.

By: Kendall Kilpatrick
Name: Kendall Kilpatrick
Title: CEO
Date: July 29, 2025

State of Alabama }
County of Mobile }

I, Stephanie Ivey McAleer the undersigned Notary Public, in and for said county and state, hereby certify that Kendall Kilpatrick [Individual's Name] whose name as Chief Executive Officer [Title] of the Thompson Engineering, Inc. [Corporation's Name], a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 30th day of July, 2025

Stephanie Ivey McAleer
Notary Public

Print Stephanie Ivey McAleer

My commission expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



CITY OF MOBILE

By: _____
Name: William S. Stimpson
Title: Mayor
Date: _____

Attest:

City Clerk

Exhibit A – Fee Proposal

(Insert full text/tables from Thompson’s April 9, 2025, proposal.)

Project No. _____	
County City of Mobile	
Description City-Wide Project Management Support	
Scope of Work Full-time embedded staff to support Project Management	
Project Duration _____	12.00
Consultant Thompson Engineering, Inc.	
Project Manager	Project Manager
Month 1: May 2025	
Part-time embedded Project Manager	11.00
	11.00
Month 2 through 12: June 2025 through May 2026	
Full-time embedded Project Manager	238.00
	238.00
TOTALS	249.00

Project No. _____			
County City of Mobile			
Description City-Wide Project Management Support			
Scope of Work Full-time embedded staff to support Project Management			
Project Length 12.00 Months			
Consultant Thompson Engineering, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Principal Engineer (10% of PM)	24.90	\$ 522.40	\$ 13,007.76
Project Manager	249.00	\$ 619.52	\$ 154,260.48
Total Direct Labor			\$ 167,268.24
Combined Overhead (%)	125.18		\$ 209,386.38
Out-of-Pocket Expenses**			\$ 6,000.00
Sub-Total			\$ 382,654.62
Operating Margin (10%)			\$ 38,265.46
Sub-Total			\$ 420,920.08
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 420,920.08
Facilities Capital Cost of Money (% of Direct Labor)	0.52		\$ 869.79
TOTAL FEE			\$ 421,789.87

**See Grand Total Fee sheet

Project No. _____ County <u>City of Mobile</u> Description <u>City-Wide Project Management Support</u> Scope of Work <u>Full-time embedded staff to support Project Management</u> Project Duration <u>12.00 Months</u> Consultant <u>Thompson Engineering, Inc.</u>				
Out-of-pocket Expenses (Project Manager)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Monthly Vehicle Allowance	12	1	\$500.000	\$ 6,000.00
Total Mileage Cost				\$ 6,000.00
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 6,000.00
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 6,000.00
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Exhibit B – Insurance Requirements

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Professional Liability: \$2,000,000 per claim / \$2,000,000 aggregate



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto	
	PHONE (A/C, No, Ext): (334) 386-3608 FAX (A/C, No):	
	E-MAIL ADDRESS: rhutto@turnerfirst.com	
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Co.	16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777-03	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City-Wide Project Management Support

City of Mobile, its officers, employees, and volunteers are named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile, its officers, employees, and volunteers as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P. O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

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 13th St 4th floor Gulfport MS 39501	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: Patty_Savage@aig.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 37540 25674

COVERAGES**CERTIFICATE NUMBER:** 1335401680**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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	☒ OCCUR ☐ CLAIMS-MADE	Y	Y	CUP8S42687025NF	2/1/2025	2/1/2026
	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			C1D697250901	2/1/2025	2/1/2026	Per Claim Aggregate 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.

Independent Contractor Services Contract

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

01-1051

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, for Independent Contractor Engineering Services between the City of Mobile and Thompson Engineering, Inc. for work as outlined in the Agreement attached hereto and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said executed Agreement will be on file in the office of the City Clerk.

Name of Company: THOMPSON ENGINEERING, INC.

Cost: \$421,789.92

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan Inc for 1,400 10ft galvanized u-channel sign posts for Traffic Engineering.

Amount of Contract:

\$60,900.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250731 Vulcan Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 5 August 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Vulcan Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vulcan Inc for 1,400 10ft galvanized u-channel sign posts
for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$60,900.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Cooperative Mobile County sealed bid 89-25

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

How many bidders submitted bids (if applicable): _____

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>25787</u>	2025	(2060) TRAFFIC ENGINEERING	1,400 10FT GALVANIZED U-CHANNEL SIGN POSTS FOR TRAFFIC ENGINEERING (COOPERATIVE MOBILE COUNTY SEALED BID 89-25)	\$60,900.00	<u>(270972)</u> <u>VULCAN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025787-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	--

Page 1

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 1850

 FOLEY, AL 36536-1850

 Tel#800-633-6845
 Fax 251-943-1544

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR MOBILE COUNTY AND THE CITY OF MOBILE SIGN POST S29 SIGNPOST GALVANIZED 3.0LB/FT-10'	1400.00 EACH	BID 89-25 43.50000	60900.00
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1 1000.40.20.3005.2060.3005.0000.0000.44020.	60900.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	60900.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	60900.00	65578.20
TRAFFIC ENGINEERING EXP		
OPERATING SUPPLIES		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025787-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 1850

 FOLEY, AL 36536-1850

 Tel#800-633-6845
 Fax 251-943-1544

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Rejected 06/12/25 SANDRA LEWIS			
	Unknown 07/22/25 SANDRA LEWIS			
	Rejected 07/22/25 SANDRA LEWIS			
	Approved 07/23/25 DONALD ROSE			
	Approved 07/23/25 SANDRA LEWIS			
	Approved 07/23/25 STEVEN KRONINGER			
	Approved 07/23/25 JOHNNIE HARRUB			
	Approved 07/23/25 SAMANTHA COOLEY			
	Approved 07/23/25 ANNE FOLEY			
	Approved 07/23/25 JOHN PAINE			
	Comment			
				please see email for clarity
				as per our conversation
				Auto approved by: 910518227
				Auto approved by: 910518227
				Auto approved by: 910518227
				Auto approved by: 910518227
				Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

MOBILE COUNTY COMMISSION

205 Government Street 8TH FL South
Mobile, Alabama 36644

BID INVITATION

NO. 89-25

JUNE 5, 2025

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:
ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM THE DATE OF AWARD THROUGH SEPTEMBER 30, 2026.

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Chief Procurement Officer, 205 Government Street, 8th FL South, Mobile, Alabama 36644, susan.holland@mobilecountyal.gov prior to the bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$30,000.00: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, or postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall furnish proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at www.mobilecountyal.gov.

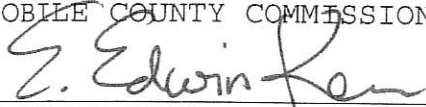
THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY _____ TERMS _____ You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. JULY 2, 2025.

ALL BIDS MUST BE SEALED, "BID NUMBER, COMPANY'S NAME, AND NAME OF THE BID ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE." THE BIDDER WILL RETURN THE ENTIRE BID PACKAGE. BIDS MUST BE DELIVERED TO THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR SOUTH TOWER OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION


E. EDWIN KERR, COUNTY ADMINISTRATOR

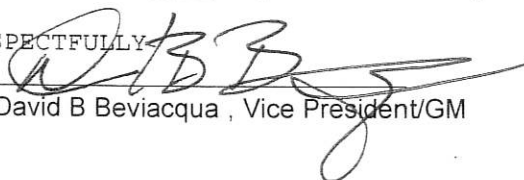
We propose to meet the above specifications for the sum of

\$ see attached list.

Delivery can be made in 30 days from receipt of order.

RESPECTFULLY

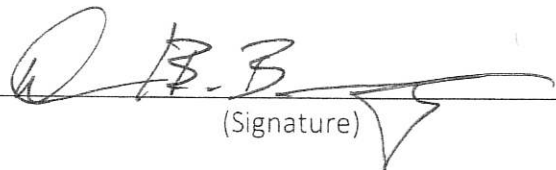
BY


David B Beviacqua, Vice President/GM

Date: 6/11/2025

BID # 89-25

ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT:

Name of Company: Vulcan Inc dba Vulcan SignsCompany Representative David B Beviacqua , Vice President/GM
(Print)Company Representative 
(Signature)Address PO Box 1850Foley, AL 36536Phone Number () 800-633-6845Fax Number() 251-943-1544Federal ID Number 63-0513868Email Address Vulcan3@vulcaninc.comCompany Web Address www.vulcaninc.com

Please attach a current W-9.

SPECIFICATIONS TRAFFIC SIGN MATERIALS

The following specifications shall apply to each item based on type of sign material composition.

A. Sheeting Material

All Sign Sheeting Materials used for all signs for Mobile County Traffic Department shall be in conformance with the ASTM Standard Specification for Reflective Sheeting for Traffic Control, D 4956-09, and approved manufactures of the sheeting Type materials shall be on the approved Alabama Department of Transportation products list for use and only for their "Type" category in which they were qualified.

Bidders will not be permitted to cross bid, (ie: Type IXF being bid as Type IV)

Sign sheeting materials used by Type:

Type IV - High Intensity, retroreflective sheeting,"microprismatic"

Type VIII — Super High Intensity, retroreflective sheeting (ASTM D 4956 Table 2), "microprismatic.

Type XI — Super High Intensity, unmetalized cube corner microprismatic retroreflective sheeting. (ASTM D 4956-09, Table 10)

Type VIII and Type XI reflective sheeting shall meet the minimum coefficients of retroreflection as described in ASTM D4956-09 for type VIII and type XI sheetings, respectively.

1. General characteristics and packaging. The signs supplied shall be of good appearance, free from ragged edges, cracks, and extraneous materials, and show careful workmanship with the messages and border sharply defined.
2. All signs must be protected with slip-sheeting and be packaged in quantities of 10 or less, (50 lbs. max.), with protective closed cell padding placed around outer surfaces.
3. The protective slip-sheeting shall be easily removable. The supplier will replace signs when removable liners will not separate easily from the sign.
4. All costs to return and replace any damaged and unusable signs shall be the sole responsibility of the suppliers.
5. All signs shall conform with the design, size, layout and color standards set by the Manual on Uniform traffic Control Devices, (MUTCD), or by Mobile County only under special request written orders. No other standard will be accepted and all costs, to replace the materials, including return shipping and replacement shipping, if requirements are not met, will be the sole responsibility of the bidder.
6. All bidders shall furnish a Material Performance Certification with their bid which certifies that all material furnished under this bid shall have performance life of not less than seven (7) years. Failure of their product within this stipulated period of time will result in the bidder replacing all material in kind in addition to reimbursing

Mobile County for all costs involved in the removal, refurnishing and reinstalling signs which are found to be defective.

7. The following abbreviations are used in the itemized sign descriptions:

F - Fluorescent
FY - Fluorescent Yellow
FO - Fluorescent Orange
FYG - Fluorescent Yellow Green

B. BLANK MATERIAL

All signs shall be made from the following specifications:

1. Material: Aluminum Alloy 5052-H38 .08 thickness unless otherwise noted

2. Mechanical Property Limits:

Tensile Strength - ultimate - 39.0 KSI

- yield - 32.0 KSI

Percentage Elongation in 2" - 4%

Chemical Composition Limits

- Silicon	.45%
- Copper	.10%
- Manganese	.10%
- Magnesium	2.2% - 2.80%
- Chromium	.15% - .35%
- Zinc	.10%
- Aluminum	Remainder

3. Fabrication:

**** Note:** Corner Radius for all street name signs shall be 1/2".**

3.1 All Mounting Holes for Sign Blanks shall meet the Design Standards of the Alabama Manual on Uniform Traffic Control Devices for "U" Channel Posts, punched with 3/8" diameter holes on 1" centers, unless otherwise specified by Mobile County.

4. A representative sample sign blank may be required before shipment of the order.

C. Sign Installation Hardware Accessories

1. All materials shall be made from high strength aluminum under 400 tons pressure. Tensile strength 45,000 PSI tumbled and de-greased for smoothness and ease of handling.
2. The brackets shall be provided with cadmium plated set screws Set screws must be able to secure signs in place with minimum 25 inch pounds of applied pressure
3. All brackets and caps shall be for U-Channel posts
4. All Hardware shall be appropriate for heavy-duty use

D. Decal Specifications

Shall be from high gloss, premium, enclosed glass bead lens, retroreflective, printable, polyester film with pressure sensitive permanent adhesive on back side protected by a release liner, the material shall be usable for screen printing application.

Decals shall be able to adhere to painted sign material listed elsewhere in these specifications under normal range of climate conditions expected for the environment of Mobile, Al and shall be good to excellent in dimensional stability and suitable for 2 yrs of service.

The decals shall be printed in contrasting, highly visible colors resistant to heat, chemicals, abrasion and sunlight, with the following information: (layout template attached)

- a. list of years, 2 digits, present through 5 years future,
- b. list of months, alpha/num
- c. list of days of months, 1-31
- d. list of installer - TR1, TR2, OTR
- e. list of work description- RPR, RPL, NEW
- f. statement "A Property of Mobile County, Alabama; **WARNING; IT IS UNLAWFUL TO REMOVE OF DEFACE ANY TRAFFIC CONTROL DEVICE; PUNISHABLE BY FINE UP TO \$5000 AND/OR 12 MONTHS IN JAIL; REPORT ANY DAMAGE BY CALLING 251-574-4030**"

E. DELIVERY OF MATERIAL

1. Shipment of materials will be to one of the following per each purchase authorization:

Mobile County Traffic Department
Attention: Mr. Vernon Lucious
1150 Schillinger Road North
Mobile AL 36608

City of Mobile
Traffic Engineering
852 Gayle St
Mobile, AL 36604

E. ITEMS TO BE BID ON

- 1 The following groups are listed Signs with Faces Mounted on Blanks (1 or 2 sided)
Blanks only (without the Sign Faces)
Sign Installation Hardware Accessories
Decals
2. All items on the bid will remain at the unit price each for the duration of the contract life.
3. Mobile County reserves the right to purchase any or all items bid and in any combination. Mobile County will order the minimums listed for each item, but may also order any amount over minimum listed.
4. The bidder selected shall be able to supply all items listed in this bid list.

F. CONTRACT LIFE

The life of this contract will be from the date of award through September 30, 2026. The bidder shall supply all items at the unit price listed for the life of the contract.

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41-16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials and, for the County of Mobile, be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

THIS IS AN ALL OR NONE BID

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
R-SERIES RIGHT- OF- WAY SERIES				
R1-1 STOP	(TYPE XI)	30" X 30"	50	40.57
R1-1 STOP	(TYPE XI)	36" X 36"	50	58.43
R1-1 STOP	(TYPE XI)	48" X 48"	10	108.60
R-SERIES RIGHT- OF- WAY SERIES				
R-1-2 YIELD	(TYPE XI)	30" X 30" X 30"	50	23.20
R-1-2 YIELD	(TYPE XI)	36" X 36" X 36"	50	30.74
R-SERIES SPEED & MOVEMENT SERIES				
2-COLORS	(TYPE XI)	18" X 6"	50	6.97
2-COLORS	(TYPE IV)	36" X 12"	50	16.16
2-COLORS	(TYPE IV)	24" X 18"	50	16.16
2-COLORS	(TYPE IV)	24" X 24"	50	21.54
2-COLORS	(TYPE IV)	24" X 30"	50	26.93
2-COLORS	(TYPE IV)	24" X 36"	50	32.32
2-COLORS	(TYPE XI)	24" X 36"	50	39.37
2-COLORS	(TYPE IV)	30" X 30"	50	33.66
2-COLORS	(TYPE XI)	30" X 30"	50	41.02
2-COLORS	(TYPE IV)	30" X 36"	50	40.40
2-COLORS	(TYPE XI)	30" X 36"	50	49.22
2-COLORS	(TYPE IX)	36" X 36"	50	59.06
3- COLORS	(TYPE IV)	30" X 30"	50	34.37
3- COLORS	(TYPE XI)	30" X 30"	50	41.58
3- COLORS	(TYPE IV)	24" X 30"	50	27.49
3- COLORS	(TYPE XI)	24" X 30"	50	33.26
3- COLORS	(TYPE IX)	36" X 36"	50	59.87
4-COLORS	(TYPE IX)	30" X 30"	50	41.58
R- SERIES PARKING RESTRICTION SERIES				
2-COLORS	(TYPE IV)	12" X 6"	20	5.02
2-COLORS	(TYPE IV) (.63THICKNESS)	12" X 6"	20	4.37
2-COLORS	(TYPE IV)	12" X 18"	20	9.87
2-COLORS	(TYPE IV) (.63THICKNESS)	12" X 18"	20	8.47
2-COLORS	(TYPE IV) (.63THICKNESS)	12" X 24"	20	10.67
2-COLORS	(TYPE IV)	24" X 30"	20	26.93
3- COLORS	(TYPE IV) (.63THICKNESS)	12" X 18"	20	9.16

3- COLORS	(TYPE IV)	12" X 18"	20	10.65
"MARDI-GRAS"	(TYPE IV)	12" X 24"	50	
3- COLORS	(.63THICKNESS)			11.35
3- COLORS	(TYPE IV)	24" X 24"	20	21.99
3- COLORS	(TYPE IV)	24" X 30"	20	27.49
MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
M, D & I SERIES GUIDE SERIES				
2-COLORS	(TYPE IV)	21" X 15"	20	13.35
2-COLORS	(TYPE IV)	24" X 6"	20	5.77
2-COLORS	(TYPE IV)	24" X 30"	50	26.93
2-COLORS	(TYPE IV)	30" X 36"	50	40.40
2-COLORS	(TYPE IV)	48" X 30"	50	53.87
2-COLORS	(TYPE IV)	60" X 30"	50	67.34
2-COLORS	(TYPE IV)	72" X 36"	20	96.96
MISCELLANEOUS SERIES				
N-W CRIME STOPPER 3- COLORS	(TYPE IV)	18" X 24"	25	21.61
CD-1 EVACUATION RT 2- COLORS	(TYPE IV)	18" DIAMETER	25	14.95
CD-1 R EVACUATION RT 2- COLORS	(TYPE IV)	18" DIAMETER	25	14.95
CD-1 L EVACUATION RT 2- COLORS	(TYPE IV)	18" DIAMETER	25	14.95
CD-1 STR EVACUATION RT 2-COLORS	(TYPE IV)	18" DIAMETER	25	14.95
C- DRUG FREE SCHOOL ZONE 2-COLORS	(TYPE IV)	18" X 12"	25	11.23
CV-28-B ADOPT-A-MILE 2- COLORS	(TYPE IV)	24" X 18"	25	21.61
CV-28-B NEIGHBORHOOD WATCH 3-COLORS	(TYPE IV)	18" X 12"	25	11.23
CV-28-B NEIGHBORHOOD WATCH 3-COLORS	(TYPE IV) (.63THICKNESS)	18" X 12"	25	11.84
SPECIAL SCHOOL SIGN 3- COLORS	(TYPE XIFYG)	96" X 96"	2	540.51
W-SERIES WARNING SERIES				
2-COLORS	(TYPE IV)	30" X 30"	50	33.66
2-COLORS	(TYPE XI)	30" X 30"	50	41.02
2-COLORS	(TYPE IV)	36" X 18"	50	24.24
2-COLORS	(TYPE XI)	36" X 18"	50	29.53
2-COLORS	(TYPE IV)	36" X 36"	50	48.48
2-COLORS	(TYPE XIFY)	36" X 36"	50	59.06
2-COLORS	(TYPE XIFY)	48" X 24"	50	52.50

2-COLORS	(TYPE IV)	18" X 18"	50	12.56
2-COLORS	(TYPE IV)	18" X 24"	50	16.16
2-COLORS	(TYPE IV)	24" X 24"	50	21.54
2-COLORS	(TYPE XIFY)	24" X 24"	50	26.25
2-COLORS	(TYPE XIFY)	36" X 12"	50	19.68
2-COLORS	(TYPE IV)	36" DIAMETER	50	46.13
MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
W-SERIES WARNING SERIES				
2-COLORS	(TYPE XIFY)	36" DIAMETER	50	56.77
2-COLORS	(TYPE IV)	36" X 48" X 48"	50	42.57
3- COLORS	(TYPE IV)	36" X 36"	50	59.87
4-COLORS	(TYPE VIIIFY)	36" X 36"	50	60.17
2-COLORS	(TYPE VIIIFY)	36" X 36"	50	59.06
W-SERIES WORK AREA WARNING SERIES				
2-COLORS	(TYPE VIIIFO)	30" X 30"	30	41.02
2-COLORS	(TYPE IV)	60" X 36"	30	80.80
2-COLORS	(TYPE VIIIFO)	60" X 36"	30	98.44
2-COLORS	(TYPE VIIIFO)	60" X 30"	30	82.04
2-COLORS	(TYPE IV)	60" X 24"	30	53.87
2-COLORS	(TYPE VIIIFO)	60" X 24"	30	65.63
2-COLORS	(TYPE VIIIFO)	48" X 48"	30	105.01
2-COLORS	(TYPE VIIIFO)	48" X 30"	30	65.63
2-COLORS	(TYPE VIIIFO)	36" X 18"	30	29.53
2-COLORS	(TYPE VIIIFO)	24" X 12"	30	14.28
2-COLORS	(TYPE VIIIFO)	24" X 18"	30	19.68
2-COLORS	(TYPE VIIIFO)	30" X 24"	30	32.81
2-COLORS	(TYPE VIIIFO)	48" X 18"	30	39.37
MISCELLANEOUS				
W-SERIES W1-8 CHEVRON ALIGNMENT 2-COLORS	(TYPE XIFY)	24" X 30"	30	32.81
W-SERIES W1-8 CHEVRON ALIGNMENT 2-COLORS	(TYPE XIFY)	30" X 36"	30	49.22
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	36" X 36"	30	59.06
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 30"	30	32.81
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 8"	30	10.25
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 10"	30	12.01
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 48"	30	52.50
TYPE I OBJECT MARKERS	INCLUDING NINE REFLECTORS (TYPE IV)	18" X 18"	50	42.00
TYPE II OBJECT MARKERS	WITHOUT REFLECTORS (TYPE IV)	6" X 12"	50	4.68

TYPE III OBJECT MARKERS 2-COLORS	WITH 4" DIAGONAL STRIPES (TYPE XIFY)	12" X 36"	50	19.68
TYPE III BARRICADE PANEL 2-COLORS	WITH 6" DIAGONAL STRIPES (TYPE XIFO)	96" X 10"	30	43.74

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 48'	20	94.75
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 48"	20	67.53
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 60"	20	118.44
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 60"	20	84.42
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 72"	20	142.12
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 72"	20	101.30
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 96"	20	189.50
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 96"	20	135.07
D-3 STREET NAME 1-COLOR	(TYPE XI)	42" X 9"	100	41.17
D-3 STREET NAME 1-COLOR	(TYPE XI) (.10 THICKNESS)	42" X 9"	100	46.62
D-3 STREET NAME 1-COLOR	(TYPE XI)	36" X 8"	100	31.96
D-3 STREET NAME 1-COLOR	(TYPE XI)	36" X 9"	100	34.84
D-3 STREET NAME 1-COLOR	(TYPE XI) (.10 THICKNESS)	36" X 9"	100	36.55
D-3 STREET NAME 1-COLOR	(TYPE XI)	30" X 8"	100	26.65
D-3 STREET NAME 1-COLOR	(TYPE XI)	30" X 9"	100	29.07
D-3 STREET NAME 1-COLOR	(TYPE XI) (.10 THICKNESS)	30" X 9"	100	31.45
D-3 STREET NAME 1-COLOR	(TYPE XI)	24" X 8"	100	21.59
D-3 STREET NAME 1-COLOR	(TYPE XI)	24" X 9"	100	24.15
D-3 STREET NAME 1-COLOR	(TYPE XI)	48" X 9"	100	46.18
W14-1P DEAD END 2-COLORS	(TYPE IV)	36" X 8"	20	14.05

W14-1P DEAD END 2-COLORS	(TYPE IV)	36" X 12"	20	16.16
R6-1 ONE WAY 2-COLORS	(TYPE IV) ONE LEFT ARROW AND ONE RIGHT ARROW ON OPPOSITE SIDES	36" X 12"	20	16.16
W14-2P NO OUTLET 2-COLORS	(TYPE IV)	36" X 8"	20	14.05
W14-2P NO OUTLET 2-COLORS	(TYPE IV)	36" X 12"	20	16.16

BLANKS ONLY

SIZE	MIN QTY	SPECIAL NOTE	UNIT PRICE EA
4" X 18"	20	(NO HOLES, 1 2 A RADIUS)	2.93
4" X 24"	20	(NO HOLES, 1 2 A RADIUS)	3.50
4" X 30"	20	(NO HOLES, 1 2 A RADIUS)	4.27
4" X 36"	20	(NO HOLES, 1 2 A RADIUS)	5.00
6" X 12"	20		3.70
8" X 18"	20		4.70
8" X 24"	20		5.78
8" X 30"	20		7.19
8" X 36"	20		8.55
9" X 12"	20		4.62
9" X 18"	20		5.04
9" X 24"	20		6.21
9" X 30"	20		7.74
9" X 36"	20		9.24
10" X 18"	20		5.51
10" X 24"	20		6.79
10" X 30"	20		8.37
10" X 36"	20		9.99
10" X 96"	30		25.26
12" X 18"	20		5.50
12" X 24"	20		6.78
12" X 30"	20		8.70
12" X 36"	20		11.25
12" X 48"	20		14.10
12" X 72"	10		21.24
12" X 96"	30		27.81
18" X 18"	30	(NO HOLES)	7.95

18" X 18"	30	(DIAMOND-WITH 9 HOLES)	7.95
SIZE	MIN QTY	SPECIAL NOTE	UNIT PRICE EA
18" X 24"	20		10.17
18" X 30"	20		13.04
18"X36"	20		16.40
18" X 48"	20		20.68
18" X 60"	20		26.66
18" X 72"	10		31.81
18" X 96"	10		42.10
24" X 24"	50		13.55
24" X 30"	50		17.39
24" X 36"	50		21.54
24" X 48"	30		27.25
24" X 60"	30		33.79
24" X 96"	30		53.52
30" X 30"	50		21.73
30" X 36"	50		26.70
30" X 48"	30		33.83
30" X 60"	20		43.16
30" X 96"	30		68.48
36" X 36"	50		31.85
36" X 42"	20		37.00
36" X 48"	30		40.41
36" X 60"	30		52.45
36" X 72"	10		62.75
36" X 96"	30		83.35
48" X 48"	50		53.57
48" X 60"	30		66.72
48" X 72"	10		79.88
48" X 96"	10		106.19

SIGN INSTALLATION HARDWARE ACCESSORIES

DESCRIPTION	MIN QUANTITY	UNIT PRICE EA
CANTILEVER FOR 14 2 A FLAT BLADES POWDER COATED BLACK	50	29.50
CANTILEVER FOR 14 2 A FLAT BLADES	50	14.50
CANTILEVER FOR 14 2 A FLAT BLADES WITH BOLT THRU SECURITY	50	14.50
CANTILEVER FOR 24" FLAT BLADES	50	42.50
CANTILEVER FOR 24" FLAT BLADES POWDER COATED BLACK	50	42.50
CHEVRON BRACKETS ADJUSTABLE BRACKET FOR 24" X 30" SIGNS	50	55.00
CHEVRON BRACKETS ADJUSTABLE BRACKET FOR 30" X 36" SIGNS	50	62.10
STREET SIGN BRACKETS #457 UNIVERSAL BRACKET FOR FLAT BLADES	50	7.55
STREET SIGN BRACKETS 12" ADJUSTABLE CROSS-TEE FOR FLAT BLADE STREET SIGNS	100	28.55
STREET SIGN BRACKETS 12" ADJUSTABLE CAP FOR U-CHANNEL POST AND FLAT BLADE SIGN	100	27.55
STREET SIGN BRACKETS VS-7 CROSS, 6" BLADE HOLDER BOLT THRU BRACKET WITH BHP-766 VANDAL PROOF BOLTS	100	14.55
STREET SIGN BRACKETS VS-12 U-CHANNEL CAP 180°	100	14.50
STREET SIGN BRACKETS VS-12 U-CHANNEL CAP 90°	50	14.50
STREET SIGN BRACKETS BHP 76L 5/16" VANDAL PROOF BOLTS IN QUANTITY OF 100	5	.50
priced for each, comes in box of 100		
STREET SIGN BRACKETS BHP 4 TOOL FOR BHP 76L	20	14.50
STREET SIGN BRACKETS OVERHEAD FOR 3/8" CABLE NO SWING, STANDARD MOUNT	50	49.00
STREET SIGN BRACKETS OVERHEAD VS-SWINGER	50	64.90
DECALS		
COUNTY SIGN MAINTENANCE DECAL	500	1.40
CITY OF MOBILE MAINTENANCE DECAL	500	1.40
ACCESSORIES		
POST COVERS 3" X 72" (0.63) TYPE XIF RED		15.51
POST COVERS 3" X 72" (0.63) TYPE XI YELLOW		15.51
POST COVERS 3" X 72" (0.63) F.Y.G		15.51
POST COVERS 3" X 72" (0.63) TYPE IV WHITE		13.27
SIGN POST S29 SIGNPOST GALVANIZED 3.0 LB/FT-10'		43.50
SIGN POST S30 SIGNPOST GALVANIZED 3.0LB/FT-12'		52.20

SIGN POST GALVANIZED 2.0 LB/FT-8FT "U" CHANNEL		23.20
SIGN POST GALVANIZED 2.0 LB/FT-10FT "U" CHANNEL		29.00
SIGN POST GALVANIZED 2.0 LB/FT-12FT "U" CHANNEL		34.80
SIGN POST GALVANIZED 2.0 LB/FT-14FT "U" CHANNEL		40.60
DELINEATOR-GALVANIZED-1.12 LB/FT-6FT		10.97

DESCRIPTION	WIDTH	LENGTH	UNIT PRICE EACH
ELECTRONIC CUTTABLE FILM 1170 NONPUNCHE	36"	50 YARDS	495.00
3924S FL ORANGE DG SHTG WORKZONE	36"	50 YARDS	922.50
3924S FL ORANGE DG SHTG WORKZONE	48"	50 YARDS	1,230.00
3930 WHT HIGH INTENSITY PRISMATIC	24"	50 YARDS	420.00
3930 WHT HIGH INTENSITY PRISMATIC	30"	50 YARDS	525.00
3930 WHT HIGH INTENSITY PRISMATIC	36"	50 YARDS	630.00
3930 WHT HIGH INTENSITY PRISMATIC	48"	50 YARDS	840.00
3931 YELLOW HIP (3930 SERIES)	24"	50 YARDS	420.00
3931 YELLOW HIP (3930 SERIES)	30"	50 YARDS	525.00
3931 YELLOW HIP (3930 SERIES)	36"	50 YARDS	630.00
3931 YELLOW HIP (3930 SERIES)	48"	50 YARDS	840.00
3937 GREEN HIP (3930 SERIES)	24"	50 YARDS	420.00
3937 GREEN HIP (3930 SERIES)	30"	50 YARDS	525.00
3937 GREEN HIP (3930 SERIES)	36"	50 YARDS	630.00
3937 GREEN HIP (3930 SERIES)	48"	50 YARDS	840.00
4083 FLUORESCENT YLW-GRN DG CUBED REFL	30"	50 YARDS	956.25
4083 FLUORESCENT YLW-GRN DG CUBED REFL	36"	50 YARDS	1,147.50
4083 FLUORESCENT YLW-GRN DG CUBED REFL	48"	50 YARDS	1,530.00
4084 FLUORESCENT ORANGE DG 3 SHEETING	36"	50 YARDS	1,147.50
4090 WHITE DG CUBED REFI SHEETING	24"	50 YARDS	765.00
4090 WHITE DG CUBED REFI SHEETING	30"	50 YARDS	956.25
4090 WHITE DG CUBED REFI SHEETING	36"	50 YARDS	1,147.50
4090 WHITE DG CUBED REFI SHEETING	48"	50 YARDS	1,530.00
4091 YELLOW DG CUBED REFI SHEETING	24"	50 YARDS	765.00
4091 YELLOW DG CUBED REFI SHEETING	30"	50 YARDS	956.25
4091 YELLOW DG CUBED REFI SHEETING	36"	50 YARDS	1,147.50
4091 YELLOW DG CUBED REFI SHEETING	48"	50 YARDS	1,530.00
4097 GREEN DG CUBED REFI SHEETING	36"	50 YARDS	1,147.50
4097 GREEN DG CUBED REFI SHEETING	48"	50 YARDS	1,530.00
BLACK 7725 SERIES WITH CLEAR BACKING	24"	50 YARDS	270.00
BLACK 7725 SERIES WITH CLEAR BACKING	30"	50 YARDS	337.50
BLACK 7725 SERIES WITH CLEAR BACKING	36"	50 YARDS	405.00
BLACK 7725 SERIES WITH CLEAR BACKING	48"	50 YARDS	540.00
BLACK 7725 SERIES WITH CLEAR BACKING	60"	50 YARDS	1,012.50
DESCRIPTION			
AVERY BRAND SHEETING HIP			
WHITE T6500	30"	50 YARDS	525.00
WHITE T6500	36"	50 YARDS	630.00
WHITE T6500	48"	50 YARDS	840.00
YELLOW T6501	30"	50 YARDS	525.00
YELLOW T6501	36"	50 YARDS	630.00
YELLOW T6501	48"	50 YARDS	840.00

FL ORANGE T7514	36"	50 YARDS	1,147.50
FL ORANGE T7514	48"	50 YARDS	1,530.00
AVERY BRAND TYPE XI			
WHITE T11500	30"	50 YARDS	956.25
WHITE T11500	36"	50 YARDS	1,147.50
WHITE T11500	48"	50 YARDS	1,530.00
YELLOW T11501	30"	50 YARDS	956.25
YELLOW T11501	36"	50 YARDS	1,147.50
YELLOW T11501	48"	50 YARDS	1,530.00
FL YELLOW GREEN (SCHOOL) T11513	36"	50 YARDS	1,147.50
LAMINATOR OL1000	30"	50 YARDS	412.50
LAMINATOR OL1000	36"	50 YARDS	495.00
LAMINATOR OL1000	48"	50 YARDS	660.00
AVERY BRAND WHITE ENGINEER (ENGINEER GRADE NON-PRISMATIC)			
WHITE T-1500	24"	50 YARDS	390.00
WHITE T-1500	30"	50 YARDS	487.50
WHITE T-1500	36"	50 YARDS	585.00
WHITE T-1500	48"	50 YARDS	780.00
OM2-1V .80 X 6"X12" TYPE 2 OBJECT MARKER (YELLOW REF)		EACH	8.33
SIGN BLANKS			
STOP SIGN BLANKS	30"	EACH	21.03
	36"	EACH	30.42
	48"	EACH	51.35
YIELD SIGN BLANKS	30"	EACH	11.22
	36"	EACH	15.79
BLANK SIGN	42" X 9"	MIN QTY 20	11.16

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Rambert

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

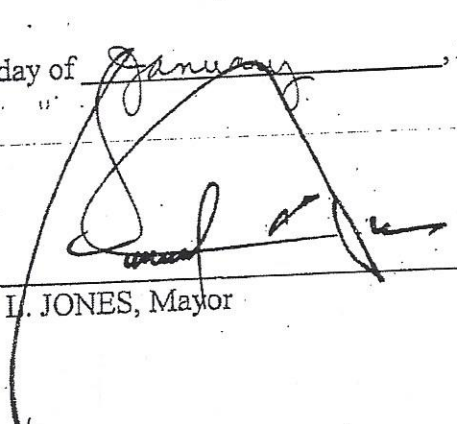
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

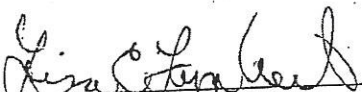
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.



SAMUEL L. JONES, Mayor

ATTEST:



City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

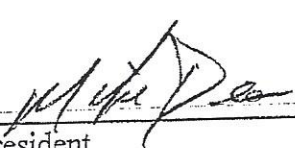
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

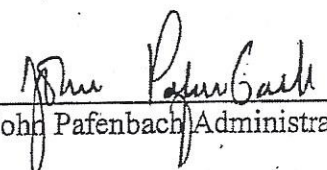
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰~~9~~.


Mike Dean, President

ATTEST:


John Pafenbach Administrator



CAPITAL CONTRACT SUMMARY SHEET

To transfer \$75,000 from the Capital Improvement Fund (Fund 2000), Project #E0034 Equipment-Police (No Vehicles), to the Motor Pool Fund (Fund 7000), Project #MP01530 Motor Pool-Police Department.



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

Tiffany Hollins, Accountant III

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To transfer \$75,000 from the Capital Improvement Fund (Fund 2000), Project #E0034 Equipment-Police (No Vehicles), to the Motor Pool Fund (Fund 7000), Project #MP01530 Motor Pool-Police Department.

Amount of Contract:

N/A

Funding Source

Capital Improvement Fund (2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER TO MOTOR POOL

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$75,000 in the Capital Improvement Fund (Fund 2000), Project #E0034 Equipment-Police (No Vehicles), be transferred to the Motor Pool Fund (Fund 7000), Project #MP01530 Motor Pool-Police Department.

These funds will be used to supplement Motor Pool vehicle purchases.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims of the Estate of Sumner Howard

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Estate of Sumner Howard

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of the Estate of Sumner Han Howard, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Joel Daves, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to City of Mobile Code of Ordinances, Chapter 15, Article V, Sections 15-131 and 15-132, April Boudreaux is appointed to the Mobile Museum of Art Board for a three-year term beginning October 1, 2025 and expiring on September 30, 2028.

Adopted:

City Clerk

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
5671 Bob Street

Sponsored by: Councilmember Ben Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **5671 Bob Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **5671 Bob Street** to be **\$2,635.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,635.00** shall constitute a special assessment against the property at structure **5671 Bob Street** and being that property more particularly described as follows:

BEG NW COR LOT 2 RICHARD HUNTER S/D MBK 5/164 TH E ALG S/L BOB ST 170 FT(S) TH S 98 FT TH W 50 FT(S) TH N 50 FT(S) TH W 120 FT(S) TO E/L SMITH ST TH RUN N ALG SD ST 58 FT TO POB #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel No.: **38 02 10 2 000 142.03x**

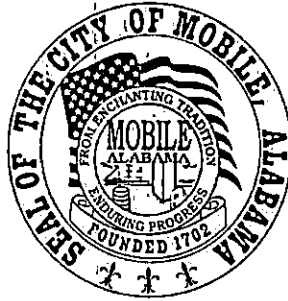
Owner: **FINANCIAL FREEDOM PROPERTIES INC
C/O JOHN H SEIBERT
812 DOWNTOWNER BLVD
MOBILE AL 36609**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **TUESDAY, AUGUST 12, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **5671 Bob Street**, for the proposed amount of **\$2,635.00**.

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

Lisa C. Lambert
City Clerk

April 25, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-162-24

LOCATION:
5671 Bob Street

Dear Ms. Lambert:

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

Legal Description: BEG NW COR LOT 2 RICHARD HUNTER S/D MBK 5/164 TH E ALG S/L BOB ST 170 FT(S) TH S 98 FT TH W 50 FT(S) TH N 50 FT(S) TH W 120 FT(S) TO E/L SMITH ST TH RUN N ALG SD ST 58 FT. TO POB #SEC 10 T6S R2W #MP38 02 10 2 000

\

Parcel Number: 38 02 10 2 000 142.03X

Amount: ~~\$ 2,435.00~~ **\$2,635.00**

Assessed: FINANCIAL FREEDOM PROPERTIES INC C/O JOHN H SEIBERT
812 DOWNTOWNER BLVD
MOBILE AL 36609

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

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over the typed name and title.
Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **August 2025 – Emma Cochran (Employee # 19628) Engineering & Infrastructure: Engineering Department**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

William Jackson, Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. OOTM Resolution
2. Agenda Item Summary Sheet for Officer of the Month - Copy

REVIEWERS:

Tracy Baxter
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee:

July 2025: Officer Thomas Andrews

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

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

Agenda of: Tuesday, August 19, 2025
Date

Item No. _____

Submitted by: Mobile Police Department
Department

William Jackson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

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: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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 TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate \$1,000.00 to **Mobile Bay Area Veterans Commission**, from the District 5 Discretionary Fund (10041020 42080); and*

WHEREAS, **Mobile Bay Area Veterans Commission**, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to **Mobile Bay Area Veterans Commission**, will be used to *assist with Veterans Day events on November 11, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Mobile Bay Area Veterans Commission**, 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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$357,425.65 be transferred from District 6 Capital Project C0420 CIP 2019 Airport Blvd Signal IMP (Fund 2000) to Grant Project G-STPM4918 (50015001.48020) for Traffic Signal Upgrades on Airport Blvd from University to Cody.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Traffic Engineering DEPT. 2060

DATE OF REQUEST: July 24, 2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 6

REQUEST: Please transfer \$ 357,425.65

FROM CAPITAL PROJECT#: C0420

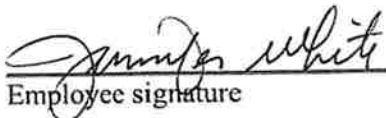
CAPITAL PROJECT NAME: CIP 2019 Airport Blvd Signal IMP

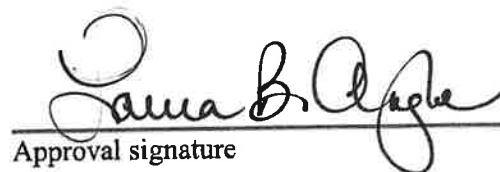
DEPT. PROJECT#: STPMB-4918(252)

TO CAPITAL PROJECT#: G-STPM4918

PROJECT NAME: Airport Blvd CMP- Univ to Cody

DEPT. PROJECT#: STPMB-4918(252)


Employee signature


Approval signature

FW: STPMB-4918(251) and STPMB-4918(252) Bid Tab

From Spence, Adam <adam.spence@cityofmobile.org>

Date Wed 7/16/2025 12:33 PM

To Smith, Selena <selena.smith@cityofmobile.org>; Tippery, Kelsi <kelsi.tippery@cityofmobile.org>

Cc White, Jennifer <whitej@cityofmobile.org>; Gauthier, Lana <lane.gauthier@cityofmobile.org>

Good Afternoon,

Our Airport Blvd Signal upgrade project is ready to put to council, and we need to set up the grant account prior to doing so. The email below details the required City matching funds which equate to \$357,425.65 and the remaining project budget will be covered by the federal MPO attributable funds per the two funding agreements previously sent. The Traffic Capitol account to use for the matching funds is C0420.

I've included a link to the executed contract for everyone's reference:  [Airport CMP Contract_draft.pdf](#)

Please let me know if you guys need anything and I'll be glad to help.

Thanks,

Adam

From: Smith, Selena <selena.smith@cityofmobile.org>

Sent: Thursday, June 12, 2025 10:10 AM

To: Blackwood, Christopher F. <blackwoodc@dot.state.al.us>; Spence, Adam <adam.spence@cityofmobile.org>; Dragotta, Stephanie A. <dragottas@dot.state.al.us>

Cc: White, Jennifer <whitej@cityofmobile.org>; Shane Bergin <shane.bergin@neel-schaffer.com>; Hood, Bria A. <hoodb@dot.state.al.us>; Angle, Laura <laura.angle@cityofmobile.org>

Subject: Re: STPMB-4918(251) and STPMB-4918(252) Bid Tab

Good morning Chris and thank you for the updated information. It is greatly appreciated!

Respectfully,

Selena Smith-Spraggins

Grants Developer/Accountant

Office of Grants Management

City of Mobile

Mobile Government Plaza, South Tower, Ste 455

205 Government St., Mobile, AL 36644

Phone: (251) 208-7171

Email: selena.smith@cityofmobile.org

From: Blackwood, Christopher F. <blackwoodc@dot.state.al.us>

Sent: Thursday, June 12, 2025 10:04 AM

To: Spence, Adam <adam.spence@cityofmobile.org>; Dragotta, Stephanie A. <dragottas@dot.state.al.us>
Cc: White, Jennifer <whitej@cityofmobile.org>; Shane Bergin <shane.bergin@neel-schaffer.com>; Hood, Bria A. <hoodb@dot.state.al.us>; Smith, Selena <selena.smith@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: RE: STPMB-4918(251) and STPMB-4918(252) Bid Tab

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.

Adam,
Good morning. Attached is ALDOT's concurrence to award the above referenced projects. Our office reached out to Tom Piper at the MPO and asked them if they would be able to increase the federal funding for them. He agreed to cover the increases. Below is the updated funding break downs for the them.

STPMB-4918(252): From \$781,662.00 to \$873,253.96 (\$698,603.17 federal and \$174,650.79 match)

STPMB-4920(251): from \$757,297.50 to \$913,874.30 (\$731,099.44 federal and \$182,774.86 match)

STPMB-4918(252)
\$786,715.28 Low Bid
\$ 86,538.68 CE&I
\$873,253.69 Total

STPMB-4920(251)
\$823,310.18 Low Bid
\$ 90,564.12 CE&I
\$913,874.30 Total

If you have any questions, please let us know.

Thanks,
Chris Blackwood
*ALDOT-Southwest Region-Mobile
Local Transportation
Ph: 251-450-2628
Cell: 251-348-8455*

From: Spence, Adam <adam.spence@cityofmobile.org>
Sent: Monday, June 9, 2025 1:21 PM
To: Blackwood, Christopher F. <blackwoodc@dot.state.al.us>; Dragotta, Stephanie A. <dragottas@dot.state.al.us>
Cc: Jennifer White <whitej@cityofmobile.org>; Shane Bergin <shane.bergin@neel-schaffer.com>
Subject: RE: STPMB-4918(251) and STPMB-4918(252) Bid Tab

Good Afternoon,

I've broken out the bid tabs per project number and the combined bid tab for both is the first tab of the spreadsheet. Please let us know what the next step is to move forward.

Thanks,

Adam

From: Blackwood, Christopher F. <blackwoodc@dot.state.al.us>
Sent: Wednesday, June 4, 2025 9:26 AM
To: Spence, Adam <adam.spence@cityofmobile.org>; Dragotta, Stephanie A. <dragottas@dot.state.al.us>
Cc: White, Jennifer <whitej@cityofmobile.org>; Shane Bergin <shane.bergin@neel-schaffer.com>
Subject: RE: STPMB-4918(251) and STPMB-4918(252) Bid Tab

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.

Adam,
Could you or Shane split the bid totals per the two projects and send back. Hate to ask but it will make the check of agreement amounts easier.

Thanks,
Chris Blackwood
*ALDOT-Southwest Region-Mobile
Local Transportation
Ph: 251-450-2628
Cell: 251-348-8455*

From: Spence, Adam <adam.spence@cityofmobile.org>
Sent: Thursday, May 29, 2025 11:40 AM
To: Dragotta, Stephanie A. <dragottas@dot.state.al.us>
Cc: Blackwood, Christopher F. <blackwoodc@dot.state.al.us>; Jennifer White <whitej@cityofmobile.org>; Shane Bergin <shane.bergin@neel-schaffer.com>
Subject: FW: STPMB-4918(251) and STPMB-4918(252) Bid Tab

Good Morning,

Attached is the bid tab from the above referenced projects letting. We only received one bid and would like to move forward.

Thanks,

Adam

From: Shane Bergin <shane.bergin@neel-schaffer.com>
Sent: Friday, May 23, 2025 11:25 AM
To: Spence, Adam <adam.spence@cityofmobile.org>
Cc: White, Jennifer <whitej@cityofmobile.org>
Subject: STPMB-4918(251) and STPMB-4918(252) Bid Tab

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.

Adam,
Please find attached a preliminary bid tab for the Airport Signal Project. The main difference in the estimate and bid was in the removal and LS intersection prices.

Shane



SHANE BERGIN, PE, PTOE, PTP, RSP₁

Engineer Manager

Neel-Schaffer, Inc.

M: 251.545.1219

www.neel-schaffer.com



Neel-Schaffer, Inc. Confidentiality Note:

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RE: transfer from CIP

From Washington, Jasmine <jasmine.washington@cityofmobile.org>

Date Fri 8/1/2025 2:34 PM

To Tippery, Kelsi <kelsi.tipperry@cityofmobile.org>

Hi Kelsi,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- \$357,425.65 from Capital Project C0420 CIP 2019 Airport Blvd Signal IMP to Grant Project G-STPMB-4918(252) Airport Blvd CMP – Univ to Cody.

Thanks so much for your help with this!

Jasmine (Washington) Cook

jasmine.washington@cityofmobile.org

O: (251) 208-7043

M: (251) 348-2404

From: Tippery, Kelsi <kelsi.tipperry@cityofmobile.org>

Sent: Thursday, July 24, 2025 2:09 PM

To: Washington, Jasmine <jasmine.washington@cityofmobile.org>

Subject: transfer from CIP

Hi Jasmine,

Please see the attached transfer form for traffic signals on Airport Blvd for your approval. Please let me know if you need any additional information. Thanks!

Kelsi Tippery, MS

Office of Grants Management

City of Mobile

Mobile Government Plaza, South Tower, Ste 465

205 Government Street, Mobile, AL 36644

Phone: (251) 208-7870

Email: kelsi.tipperry@cityofmobile.org





AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Laserfiche is an enterprise document management software-as-a-service (SaaS) solution that will improve how digital documents are stored and retained by City Archives.

Amount of Contract:

\$138,414.13

Funding Source

1000.10.23.5000.5000.5000.0000.0000.42115.

Org 10045000 Obj 42115

ATTACHMENTS:

1. Cover letter
2. Resolution
3. Master Service Agreement
4. Addendum 1 & 2 to MSA 25425
5. Liability Insurance Certificate

REVIEWERS:

Scott Kearney

Scott Kearney

Scott Collins

Cherlina Monteiro

James Barber



July 3, 2025

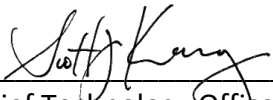
Re: Laserfiche Document Management Software

I am requesting approval of a service agreement with MCCi, LLC for software licensing, cloud-hosting services, and support of an enterprise document management software-as-a-service (SaaS) solution called Laserfiche. This is a one-year agreement with a total overall cost of \$138,414.13:

Fee Type	Fee Amount
One-time Set Up Fee	\$48,918.13
Annual SaaS Fee	\$89,496.00
Year 1 Grand Total	\$138,414.13

As the City progresses to a paperless environment to reduce physical storage, Laserfiche software will enable departments to digitize paper files, automate workflows, securely manage documents meeting CGIS data security requirements, create centralized repositories for storing and cataloging digital documents and images, and implement retention policies.

Scott Kearney



Chief Technology Officer

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 MCCi, LLC for provision of software products and services in support of the Archives Department's document management processes, for one year from the date of approval, in the amount of \$138,414.13, 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:

City Clerk

MASTER SERVICES AGREEMENT NO. 25425

This Master Services Agreement No. 25425 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (City of Mobile). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);
- (d) Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Customer Data

- (a) **Definition.** All data supplied by or on behalf of the CUSTOMER in connection with the CUSTOMER's use of the software under this Agreement shall be defined as "Customer Data." The CUSTOMER will be responsible for the accuracy and completeness of all Customer Data provided to COMPANY. The CUSTOMER shall retain exclusive ownership of all Customer Data and such Customer Data shall be deemed to be the CUSTOMER's Confidential Information, as set forth in Section 8 of this Agreement.
- (b) **Data Security.** COMPANY will use commercially reasonable efforts to prevent the loss of or damage to CUSTOMER Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any CUSTOMER Data that may be lost or damaged by COMPANY. COMPANY will maintain a comprehensive information security program to protect COMPANY's Software and Hosted Services and CUSTOMER Data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, COMPANY shall maintain an Information Security Management System ISO/IEC 27001 certification for the datacenter hosting <Insert the name of the product>.
- (c) **Within U.S.** COMPANY shall not transmit any CUSTOMER Data to any entity or individual outside the United States.
- (d) **Data Return.** In the event this agreement is terminated for any reason, Company will provide the Client with a copy of all documents, metadata, and user created accessible data in an agreed upon format within 30 calendar days of notification
- (e) **Data Privacy** In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, COMPANY will promptly, and not later than within 72 hours of discovery by COMPANY, notify the CUSTOMER of any loss, damage, or unauthorized access of CUSTOMER Data. Company shall notify Client in writing within five (5) business days of confirming the same.

11. **Warranty**

(a) **General Representation and Warranty.**

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) **Services Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) **General Warranty.**

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. **Indemnification and Limitation of Liability**

(a) **Indemnification.**

Company shall indemnify, defend, and hold harmless Client, its officers, elected officials, agents, representatives, and employees in 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 Company's performance under this agreement, including but not limited to, environmental laws, regulations, or and decrees of whatever character or nature and damage or injury to persons or property, or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, BUSINESS INTERRUPTION, USE, GOODWILL, OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION. THE LIMITATIONS ON WARRANTIES AND LIABILITY SPECIFIED HEREIN SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF WARRANTIES AND LIABILITIES IN THIS AGREEMENT ARE AN ESSENTIAL BASIS OF THIS AGREEMENT, AND THAT THE PRICING AGREED TO BE PAID BY CLIENT FOR SERVICES REFLECT THESE LIMITATIONS.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED \$250,000. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations. **Insurance**

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCI, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

City of Mobile
PO Box 1827
Mobile, AL 36633
Attn: Scott Kearney
Email: kearney@cityofmobile.org

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("**EULA**"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

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

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Anti-Boycott. COMPANY agrees and represents 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.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) 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 there from.

(k) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control

of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(l) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(m) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(n) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(o) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(p) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(q) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(r) Publicity.

Upon the prior written approval of Client, which may be granted or withheld in Client's sole discretion, Company may reference Client's name and the existence of this Agreement solely for marketing or informational purposes. However, such references shall not imply any endorsement by Client and shall not include any Client Confidential Information, as defined in Section 8 of this Agreement. Notwithstanding the foregoing, Company shall comply with all applicable laws, regulations, and municipal ordinances regarding the use of Client's name, logo, or other identifiers. .

(s) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(t) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(u) Governing Law.

The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Mobile County, Alabama as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

(v) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(w) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(x) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(y) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

E-SIGNED by Victor D'Aurio
on 2025-06-17 12:26:00 GMT
By: _____
Name: **Victor D'Aurio**
Chief Operating Officer
Title: _____
Date: **June 17, 2025**

CITY OF MOBILE ("Client")

By: _____
Name: William S. Stimpson
Title: Mayor
Date: _____

PO BOX 1827
MOBILE, AL 36633

ADDENDUM NO. 1 AND ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 25425

Pursuant to Master Services Agreement No. 25425 ("**Agreement**"):

Addendum No. 1 and Addendum No. 2 are entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and the Addendums, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect. The value of these addendums is not to exceed \$138,414.13.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 and Addendum No. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF MOBILE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 25425**INITIAL LASERFICHE SUBSCRIPTION BUSINESS ORDER****PRICING: LASERFICHE**

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Scott Kearney

kearney@cityofmobile.org

cc AP Contact: kearney@cityofmobile.org

Client Name: City of Mobile

Quote Date: January 8, 2025

Client Address: PO Box 1827, Mobile, AL 36633

Quote Number: 34413

Order Type: Net New

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>				
☒ Laserfiche Business User Subscription (25-49 Users)	49	\$830.00	\$788.50	\$38,636.50
☒ Laserfiche Records Management Subscription	1	Included*	Included*	Included*
☒ Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*	Included*
☒ Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☒ Laserfiche Forms Portal Subscription	1	Included*	Included*	Included*
☒ Laserfiche SDK Subscription	1	Included*	Included*	Included*
☒ Laserfiche Sandbox Subscription	1	Included*	Included*	Included*
☒ Laserfiche Integration with DocuSign Subscription	1	Included*	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				<i>\$38,636.50</i>
<u>MCCi ANNUAL SUBSCRIPTION</u>				
☒ Laserfiche PowerPack 2 by MCCi Subscription Requires dedicated Full Named User.	1	\$1,500.00	\$1,425.00	\$1,425.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				<i>\$1,425.00</i>
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
☒ MCCi Managed Support Services for Laserfiche (MMSS) <i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i>	1	\$2,295.00	\$1,530.00	\$2,295.00
☒ Training Center for Laserfiche Subscription (25-49 Users)	1	\$2,840.00	\$2,840.00	\$2,840.00
☒ MCCi SLA for Laserfiche (25-49 Users)	1	\$2,500.00	\$2,250.00	\$2,250.00
<i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i>				<i>\$7,385.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				<i>\$47,446.50</i>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
MCCi SERVICE PACKAGES				
☒ Laserfiche Installation Package	1	\$3,600.00	\$3,420.00	\$3,420.00
☒ Self-Hosted Records Management Configuration	1	\$9,450.00	\$8,977.50	\$8,977.50
☒ Laserfiche PowerPack by MCCi Installation and Configuration Package	1	\$1,350.00	\$1,282.50	\$1,282.50
☒ Public-Facing Laserfiche Web Products Installation and Configuration Package	1	\$2,250.00	\$2,137.50	\$2,137.50
☒ Laserfiche Repository Administrator Training - Half Day (Remote)	1	\$1,250.00	\$1,187.50	\$1,187.50
☒ Laserfiche User Training - Full Day (Onsite)	1	\$4,500.00	\$4,275.00	\$4,275.00
☒ Laserfiche User Overview Training	1	\$500.00	\$475.00	\$475.00
☒ Process Automation Designer Training on Laserfiche Forms - Tier 2 (Remote)	1	\$6,296.25	\$5,981.44	\$5,981.44
☒ Process Automation Designer Training on Laserfiche Workflow - Tier 2 (Remote)	1	\$6,296.25	\$5,981.44	\$5,981.44
☒ Implementation Management	1	\$13,500.00	\$12,825.00	\$12,825.00
<i>Service Packages Subtotal</i>				<i>\$46,542.88</i>

GRAND TOTAL - ONE-TIME SERVICES	<i>\$46,542.88</i>
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☒ **MCCi One-Time Discount - Training Center 50% OFF** (*\$1,420.00*)

TOTAL LASERFICHE PROJECT COST	<i>\$92,569.38</i>
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**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access to the MCCi Managed Cloud infrastructure.**

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- *Deliverable Review and Acceptance Each Deliverable submitted by the Company shall be subject to review and acceptance by the City. The City shall have ten (10) business days from the date of delivery to review each Deliverable and notify the Company in writing of any deficiencies, non-conformities, or rejection of the Deliverable. If the City does not provide written notice of rejection within such period, the Deliverable shall be deemed accepted solely for the purpose of progressing the project timeline, provided that: 1. Such deemed acceptance shall not be construed as final acceptance, waiver of latent defects, or waiver of any warranties; 2. The City retains the right to raise performance or conformity issues identified during User Acceptance Testing, final project review, or any point prior to final sign-off; 3. Final acceptance of the project shall occur only upon successful completion of all deliverables, testing, and the City's execution of a final project closure document. The Company shall promptly address any concerns raised during the review period or thereafter, and shall not consider a Deliverable fully accepted until written confirmation is provided by the City's project manager or authorized representative.*
-
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
 - Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will endeavor to maintain primary contacts and project staff for the duration of the project. If a change in project personnel occurs, the Client may, at its discretion, purchase additional training hours or days if such change necessitates retraining or reeducation by MCCi.
-
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to MCCi's Managed Cloud environment to the required infrastructure for the project. Unattended access requires the following:
 - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
 - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
 - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
 - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.

- **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter “On-Hold” status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- - All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
 - Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, , and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LASERFICHE INSTALLATION PACKAGE

MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCi DELIVERABLES

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring identity providers other than Active Directory

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

SELF-HOSTED RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCi DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review

ASSUMPTIONS

- Client owns Laserfiche Records Management Edition and Laserfiche Workflow.

LASERFICHE POWERPACK BY MCCi

INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

MCCi DELIVERABLES

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)
- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

PUBLIC FACING LASERFICHE WEB PRODUCTS

INSTALLATION AND CONFIGURATION PACKAGE

MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

CLIENT DELIVERABLES

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
 - Configure appropriate DNS entries
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCi DELIVERABLES

- Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
 - Basic configuration using the WebLink Designer not to exceed three (3) hours
 - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression
- Configuration of ADFS/SAML Authentication

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – HALF DAY

MCCi's Administrator Training is available as a single half-day session. The goal is for your organization to have a trained repository administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- | | | |
|------------------------------|------------------------------------|-------------------------------|
| ▪ User Management & Security | ▪ Metadata Management | ▪ General Repository Settings |
| ▪ Monitoring User Activity | ▪ Repository Architecture Overview | ▪ Folder Security |
| ▪ Licensing | ▪ Cloud Navigation | ▪ Recycle Bin Settings |

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) training session for three (3) hours
- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single half-day onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING – FULL DAY

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER OVERVIEW TRAINING

MCCi's User Overview Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. This training is specifically designed to provide new Laserfiche Clients with the ability to better understand Laserfiche before the discovery process. Attendees will become familiar with the Laserfiche repository organization best practices, understanding templates and how to search and retrieve existing content. Training is conducted on the web-based client and your trainer can emphasize certain topics listed below.

- User Navigation
- Search & Retrieval
- Metadata
- Import Options
- Repository Organization
- Export Options
- Brief RME Review (If Applicable)

MCCi DELIVERABLES

- Provide one (1) training session for 1.5 hours (90 Min)
- Provide Laserfiche Overview Training on MCCi Environment
- Provide training for up to fifteen (15) users per session

ASSUMPTIONS

- Training will be provided remotely on a MCCi Environment
- This is intended to occur prior to discovery to assist in the effectiveness of solution design
- This is not a replacement for Laserfiche End User Training
- The client will not have hands-on access to a Laserfiche environment

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

PROCESS AUTOMATION DESIGNER TRAINING: LASERFICHE FORMS – TIER 2

MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn how to create and maintain webforms and also how to apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Tier 2, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms and will spend an extra session building a process custom to your organization. During the training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process. During the first day of training, the below topics will be covered. During the second day of training, users will apply these skills to build a form applicable to their organizational need, test the form, and work on troubleshooting any issues.

- Reporting
- Forms Inbox
- Configuration
- Lookups
- Field Rules
- Monitoring
- Forms Administration

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc.
- Verify trainees can login to Laserfiche prior to scheduled training

MCCI DELIVERABLES

- Provide two (2) full-day sessions or four (4) half-day sessions for a total of twelve (12) hours of training
- Provide Process Automation training according to the level of package purchased
- Provide training for up to (six) 6 users per session
- Provide up to three (3) two-hour discovery sessions with the client prior to training

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- CSS and JavaScript are outside the scope of this training package.
- MCCi is not responsible for customizing training materials for the client.

PROCESS AUTOMATION DESIGNER TRAINING: LASERFICHE WORKFLOW-TIER 2

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, how to send email notifications, promote uniform document filing and naming, and how to potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment.

In Tier 2, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow and will spend an extra session building a process custom to your organization. During the training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

During the first day of training, the below topics will be covered. During the second day of training, users will apply these skills to build a workflow applicable to their organizational need, test the workflow, and work on troubleshooting any issues.

- Architecture
- Creating monitoring
- Starting rules
- Processing
- Activities
- Workflow Administration Console

CLIENT DELIVERABLES

- Provide each attendee access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc.
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) full-day sessions or four (4) half-day sessions for a total of twelve (12) hours of training
- Provide Workflow Designer training on commonly used activities according to the level of package purchased
- Provide training for up to six (6) users per session
- Provide up to three (3) two-hour discovery sessions with the client prior to training

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package.
- MCCi is not responsible for customizing training materials for the client.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■
Remote access support through web conferencing service ⁺	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms ⁺			■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

THE TRAINING CENTER FOR LASERFICHE*

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

**Full SLA document is available upon request*

[remainder of page left intentionally blank]

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY

CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be

available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.

- **Reinstatement Fees:** In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 25425

INITIAL MANAGED CLOUD ORDER

PRICING: MANAGED CLOUD



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Scott Kearney
kearney@cityofmobile.org
cc AP Contact: kearney@cityofmobile.org

Client Name: City of Mobile
Client Address: PO Box 1827, Mobile, AL 36633
Quote Number: 34113
Order Type: Net New

Quote Date: January 8, 2025

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Annual Total</i>
<u>MCCi ANNUAL SUBSCRIPTION</u>				
☒ Laserfiche Managed Cloud, V300 <i>Includes 3 Servers (1 Web, 1 App, 1 DB with SQL Standard), 256GB Protected Document Storage, 256GB Protected Database Storage, and 1 S2VPN.</i>	1	\$39,950.00	\$38,751.50	\$38,751.50
☒ Managed Cloud Protected Storage, 1,024 GB	1	\$3,400.00	\$3,298.00	\$3,298.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				<i>\$42,049.50</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				<i>\$42,049.50</i>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
<u>MCCi SERVICE PACKAGES</u>				
☒ Managed Cloud Setup Package - Laserfiche V300	1	\$3,995.00	\$3,795.25	\$3,795.25
<i>Service Packages Subtotal</i>				<i>\$3,795.25</i>
GRAND TOTAL - ONE-TIME SERVICES				<i>\$3,795.25</i>
TOTAL MCCi MANAGED CLOUD PROJECT COST				<i>\$45,844.75</i>

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the master agreement. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access to MCCi's Managed Cloud infrastructure**

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Upon deployment of infrastructure

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Annual Renewal: 75 days in advance of expiration date ▪ Initial Managed Cloud: Upon deployment of infrastructure
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will endeavor to maintain primary contacts and project staff for the duration of the project. If a change in project personnel occurs, the Client may, at its discretion, purchase additional training hours or days if such change necessitates retraining or reeducation by MCCi. Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Unattended access requires the following:
 - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
 - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
 - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
 - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
 - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, , and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

MANAGED CLOUD SETUP PACKAGES

MCCi sets up Client's Managed Cloud infrastructure on Client's behalf, providing a secure and compliant environment without the worry of day-to-day management.

MCCi DELIVERABLES

- Provide Azure compute and networking resources
- Deploy security and identity management configurations
- Setup monitoring and alerting
- Backing up data

EXCLUSIONS

- Migrating existing data
- Anything not expressly included

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible

for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIAL

REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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MANAGED CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Managed Cloud, as with all cloud-based services, requires sufficient internet bandwidth (both upload and download) to ensure an acceptable experience for end users. Client is responsible for ensuring internet bandwidth sufficient for Client's environment (site locations and number of users).

SUBSCRIPTION TERM

Subscriptions for Managed Cloud are for one (1) year periods ("**Term**") and can be prorated longer to match other solution support/subscription renewal dates. The subscription term will begin once the Azure environment has been activated. This is not contingent upon a completed implementation. Client is still responsible for adhering to the Microsoft terms of service (e.g., EULA, AUP, etc.).

FEE INCREASES:

- Adjustment to fees related to an increase in the level of service requested/authorized by Client will be made at the time of such changes in service becoming available to Client.
- MCCi will not increase fees more than once over a 12-month period.
- **Third-Party License Fees:** In the event that a third-party license provider increases the fee they charge MCCi for Client's use of such license, we will increase Client's fees by the same percentage amount, provided we notify Client in writing at least 90 days before the effective date of the price increase.

LATE PAYMENT POLICY

- If payment is not received before Client's renewal date, Client's Managed Cloud subscription will expire. Please allow up to five (5) business days for MCCi to process payment.
- If Client's Managed Cloud subscription is expired for 30 days or more, Client's service will be suspended, and Client will have no access to Client's Managed Cloud environment.
- If Client's Managed Cloud subscription is not paid after 60 days of Client's renewal date, Client's account will be terminated, and Client's data deleted.

REINSTATEMENT FEES

- After Client's Managed Cloud subscription has expired, MCCi will move Client's renewal date to date paid, inclusive of applicable reinstatement fees.
- Reinstatement Fees = 20% of Annual Subscription

AZURE HOSTING

MCCi offers its Managed Cloud service with Azure hosted infrastructure, as well as fully Managed Service options, all through its partnership with Azure.

Client acknowledges the following terms, conditions, and limitations (and accepts that MCCi's liability and responsibility is limited by the following):

- Client shall have no rights against Azure in connection with the Infrastructure as a Service (IaaS) sold by MCCi.
- Client agrees to abide by the Microsoft license terms: <https://azure.microsoft.com/en-us/support/legal/>.
- MCCi does not promise that the services will be uninterrupted, error-free, or completely secure. Client acknowledges that there are risks inherent in internet connectivity that could result in the loss of Client's privacy, client data, confidential information, and property.
- MCCi has no liability for loss of data to the extent the data has changed since the last backup as defined in the Order.

- **Prohibition of high-risk use:** Client may not use the Managed Cloud service in any situation where failure or fault of the hosting services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Client may not use or permit any other person to use the hosting services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

AZURE TERMS OF SERVICE:

Client agrees to abide by the Azure service terms: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/government/>

IP ADDRESSES

The IP addresses allocated to Client's Hosted System during the term of the Agreement are managed by MCCi, and MCCi will retain these IP addresses after termination of the Order, meaning that they may not be transferred or utilized by Client after termination of the Order.

SECURITY

MCCi will use every reasonable effort to prevent the unauthorized access, use or disclosure of client data and direct client information located on MCCi servers, including the implementation of industry-standard measures designed to maintain the security of such data. Client acknowledges, however, that MCCi cannot guarantee the security of such data given the nature of the Internet.

BACKUP & DATA RESTORATION SERVICES

SCHEDULE

- Daily snapshot of all VM OS and attached storage disks.

RESTORATION

- Client may receive assistance to restore data that may have been lost as a result of its own actions. Additional fees may apply.

DATA MIGRATION SERVICES

Existing clients may receive assistance to migrate data from their existing servers. Since each client's needs are different, this migration will be quoted separately and is not included in MCCi's standard packages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

7/18/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: American Casualty Company of Reading, PA INSURER C: The Continental Insurance Company INSURER D: Continental Casualty Company INSURER E: INSURER F:	FAX (A/C, No): NAIC # 20508 20427 35289 20443
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INSURED
1456427 MCCi, LLC
3717 Apalachee Parkway
Tallahassee FL 32311

COVERAGES**CERTIFICATE NUMBER:** 21303886**REVISION NUMBER:** XXXXXXXX

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 ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	6072067360	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp. Ded. \$100	Y	Y	6072067343	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Coll. Ded. \$ 1,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	6072067357	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	6072067326 (AOS) 6079501170 (CA)	12/1/2024 12/1/2024	12/1/2025 12/1/2025	☒ 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
D	Tech E&O/Cyber Liability	N	N	7095180448	12/1/2024	12/1/2025	Limit: \$5,000,000 SIR: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 where permissible by law. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-12 payment).

CERTIFICATE HOLDER**CANCELLATION** See Attachment

21303886
City of Mobile
205 Government Street
Mobile, AL 36602

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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City of Mobile

205 Government Street

Mobile,, AL 36602

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to *paperless delivery* of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 21303886

- Email: LACertseDelivery@lockton.com
- Phone: (213) 334- 4669

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf States Distributors for 75 Avon C50 first responder respirator masks for MPD.

Amount of Contract:

\$44,325.00

Funding Source

Drug Enforcement fund.

ATTACHMENTS:

1. 20250807 Gulf Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 August 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gulf States Distributors

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf States Distributors for 75 Avon C50 first responder
respirator masks for MPD.
Drug enforcement fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,325.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed buid 5970

How many bidders received bid packages (if applicable): 27 + web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase 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>25458</u>	2025	(1530) POLICE ADMIN SERVICES	75 AVON C50 FIRST RESPONDER RESPIRATOR MASKS FOR MPD (SEALED BID 5970)	\$44,325.00	<u>(78918) GULF STATES DISTRIBUTORS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025458-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Released	Page 1
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Vendor GULF STATES DISTRIBUTORS 6000 EAST SHIRLEY LANE MONTGOMERY, AL 36117 Tel#800-223-7869 Fax 334-279-9267	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/25	078918				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER BID 5970 AVON C50 TWIN PORT APR (GAS MASK) MEDIUM	50.00 EACH	519.00000	25950.00
-----	--	---------------	-----------	----------

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			25950.00
---	--	--	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002	AVON C50 TWIN PORT APR (GAS MASK) SMALL	25.00 EACH	519.00000	12975.00
-----	--	---------------	-----------	----------

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			12975.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025458-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Released	Page 2
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Vendor GULF STATES DISTRIBUTORS 6000 EAST SHIRLEY LANE MONTGOMERY, AL 36117 Tel#800-223-7869 Fax 334-279-9267	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/25	078918				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	GRAINGER APPROVED GEAR BAG: ITEM# 8XE47	75.00 EACH	72.00000	5400.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			5400.00

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	44325.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025458-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Released	Page 3
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Vendor
 GULF STATES DISTRIBUTORS
 6000 EAST SHIRLEY LANE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MONTGOMERY, AL 36117

Tel#800-223-7869
 Fax 334-279-9267

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/25	078918				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E G-DRUG-ST .OPERSUPPLS.		44325.00	.00

***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	4035.30.15.0000.0000.1530.0000.0000.44020.		44325.00	91180.32
	DRUG ENFORCEMENT FUND EXP		OPERATING SUPPLIES	

***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Cancelled	08/07/25	SAMANTHA COOLEY	GL Allocation, GL Allocation,	
Forward	06/04/25	JAMES BARBER	Automatic Forward to 910519885	
Approved	06/05/25	RODNEY GREELEY	R.G.	
Approved	06/05/25	BRANDI MONTGOMERY	Auto approved by: 910510512	
Approved	06/05/25	WILLIAM JACKSON	Auto approved by: 910510512	
Approved	06/05/25	MATTHEW GARRETT	Auto approved by: 910510512	
Approved	06/05/25	WILLIAM REED	Auto approved by: 910510512	
Forward	08/07/25	JAMES BARBER	Automatic Forward to 910519885	
Approved	06/09/25	DREANETTA BARNES	Auto approved by: 910520990	
Approved	06/09/25	TRAVIS MARSHALL	Auto approved by: 910520990	
Approved	06/09/25	SHAUNAGYE SIMMS		
Approved	06/09/25	SELENA SMITH	Auto approved by: 910520990	
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668	
Queued	08/07/25	RODNEY GREELEY	Automatic Forward to 910520668	
Queued	08/07/25	BRANDI MONTGOMERY	Automatic Forward to 910520668	
Queued	08/07/25	WILLIAM JACKSON	Automatic Forward to 910520668	
Queued	08/07/25	MATTHEW GARRETT	Automatic Forward to 910520668	
Queued	08/07/25	WILLIAM REED	Automatic Forward to 910520668	
Pending		SHERMEKA TURNER	Automatic Forward to 910520668	

BID TABULATION

CITY OF MOBILE
POLICE

BID NO.: 5970
DATE: 8/6/2025

BID QUANTITIES		DANA SAFETY				GULF STATES DIST.				WALTER CRAIG		
ITEM DESCRIPTION	Qty.	UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	UNIT	BID	TOTAL
AVON C50 TWIN PORT APR (GAS MASK) MEDIUM	50	EACH	\$ 533.05	\$ 26,652.50	EA	519	519	EA	25950			
AVON C50 TWIN PORT APR (GAS MASK) SMALL	25	EACH	\$ 533.05	\$ 13,326.25	EA	519	519	EA	12975			
DUFFEL BAG	75	EACH	\$ -	\$ -	EA	72	72	EA	5400			
TOTAL				39,978.75			44,325.00				0.00	0.00

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

Page_____ of _____

Page 211 of 452

Page_____ of _____

Page 212 of 452



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: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to MSA Safety Inc for assorted replacement parts for self-contained breathing apparatus equipment for MFRD.

Amount of Contract:

\$91,171.89

Funding Source

EMS response, general fund

ATTACHMENTS:

1. 20250807 MSA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 August 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to MSA Safety Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to MSA Safety Inc for assorted replacement parts for
self-contained breathing apparatus equipment for MFRD.
EMS reponse General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$91,171.89

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: GSA contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28437</u>	2025	(1510) FIRE ADMINISTRATION	ASSORTED REPLACEMENT PARTS FOR SELF-CONTAINED BREATHING APPARATUS EQUIPMENT FOR MFRD (GSA CONTRACT)	\$91,171.89	<u>(130082) MSA SAFETY INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00028437-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
MSA SAFETY INC
1000 CRANBERRY WOODS DR

CRANBERRY TOWNSHIP, PA 16066

Fax 724-733-9280

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
-----	-----	-----	-----	-----	-----
07/31/25	130082				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER GSA CONTRACT # 47QSMS24D0018 AND QUOTE # 21202003 BREATHING EQUIP FIREMEN, PART: 10149550-SP Lumbar Pad Assy, Basic, G1; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	531.79000	26589.50
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1	1000.30.15.1510.1510.1510.0000.0000.47020.			26589.50
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

002	BREATHING EQUIP FIREMEN, PART: 10156467-SP Pouch, Quick-Fill, G1, Right PER GSA QUOTE 21202003 Vendor Item	10.00 EACH	307.15000	3071.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.47020.			2838.75
2	6120.70.15.0000.0000.1510.0000.0000.42150.			232.75

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

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

003	BREATHING EQUIP FIREMEN, PART: 604070 CHRISTO-LUBE MCG III, 2 OZ TUBE; PER GSA QUOTE 21202003 Vendor Item	2.00 EACH	146.05000	292.10
-----	--	--------------	-----------	--------

1	1000.30.15.1510.1510.1510.0000.0000.47020.			292.10
---	--	--	--	--------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	BREATHING EQUIP FIREMEN, PART: 600920 DETECTOR,GAS LEAK, LIQUID, "SNOOP"; PER GSA QUOTE 21202003 Vendor Item	2.00 EACH	62.27000	124.54
1	1000.30.15.1510.1510.1510.0000.0000.47020.			124.54
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	BREATHING EQUIP FIREMEN, PART: 10149536-SP SHOULDER STRAPS,STD, LEFT, G1; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	263.27000	13163.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.47020.			13163.50
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
006	BREATHING EQUIP FIREMEN, PART: 10149535-SP SHOULDER STRAPS,STD, RIGHT, G1; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	263.27000	13163.50
1	1000.30.15.1510.1510.1510.0000.0000.47020.			13163.50
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 5
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	BREATHING EQUIP FIREMEN, PART: 10153935-SP Chest Strap,G1, Male; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	27.02000	1351.00
1	6120.70.15.0000.0000.1510.0000.0000.42150.			1351.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	BREATHING EQUIP FIREMEN, PART: 10153936-SP Chest Strap,G1, Female; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	19.48000	974.00
1	6120.70.15.0000.0000.1510.0000.0000.42150.			974.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 6
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	BREATHING EQUIP FIREMEN, PART: 10164892 HOUSING ASSY, G1 REG, ELEK, CBRN; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	88.41000	4420.50
1	6120.70.15.0000.0000.1510.0000.0000.42150.			4420.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 7
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
010	BREATHING EQUIP FIREMEN, PART: 10146190-SP Cover, G1 Regulator, Non-Purge; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	16.70000	835.00
1	6120.70.15.0000.0000.1510.0000.0000.42150.			835.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011	BREATHING EQUIP FIREMEN, PART: 10160350-SP Button Assy, Actuator, Cool Gray 11; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	15.39000	769.50
1	6120.70.15.0000.0000.1510.0000.0000.42150.			769.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 8
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Vendor
 MSA SAFETY INC
 1000 CRANBERRY WOODS DR

CRANBERRY TOWNSHIP, PA 16066

Fax 724-733-9280

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

012 BREATHING EQUIP FIREMEN, PART: 10160363-SP Button Assy, Buddy Light, Cool Gray 11; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	15.39000	769.50
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1 6120.70.15.0000.0000.1510.0000.0000.42150.	769.50
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 9
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
013	BREATHING EQUIP FIREMEN, PART: 10146925-SP Keeper, G1 Regulator; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	18.17000	908.50
1	6120.70.15.0000.0000.1510.0000.0000.42150.			908.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014	BREATHING EQUIP FIREMEN, PART: 10039172 DIAPHRAGM ASSY.,MMR2000, BUTADIENE; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	61.73000	3086.50
1	6120.70.15.0000.0000.1510.0000.0000.42150.			3086.50

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 10
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	BREATHING EQUIP FIREMEN, PART: 10044026 SHIELD ASSEMBLY, FIREHAWK, CBRN; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	81.21000	4060.50
1	6120.70.15.0000.0000.1510.0000.0000.42150.			4060.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 11
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
016	BREATHING EQUIP FIREMEN, PART: 10047528 CAP, SPRING, FIREHAWK, CBRN; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	15.39000	769.50
1	6120.70.15.0000.0000.1510.0000.0000.42150.			769.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017	BREATHING EQUIP FIREMEN, PART: 10163926 KIT, OVERHAUL, G1, BELL ALARM, 4500; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	142.12000	7106.00
1	6120.70.15.0000.0000.1510.0000.0000.42150.			7106.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 12
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Vendor
 MSA SAFETY INC
 1000 CRANBERRY WOODS DR

CRANBERRY TOWNSHIP, PA 16066

Fax 724-733-9280

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

018 BREATHING EQUIP FIREMEN, PART: 10163924 KIT, OVERHAUL, G1, PRESSURE REDUCER; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	88.41000	4420.50
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1 6120.70.15.0000.0000.1510.0000.0000.42150.			4420.50
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 13
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
019	BREATHING EQUIP FIREMEN, PART: 10144966-SP Boot, Rubber, G1 Control Module; PER GSA QUOTE 21202003 Vendor Item	25.00 EACH	26.03000	650.75
1	6120.70.15.0000.0000.1510.0000.0000.42150.			650.75
	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			
020	BREATHING EQUIP FIREMEN, PART: 10146238-SP Gasket, Seal, Ring, G1 Regulator, 10/Pkg; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	39.29000	1964.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 14
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 6120.70.15.0000.0000.1510.0000.0000.42150.			1964.50

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

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

021 BREATHING EQUIP FIREMEN, PART: 10146240-SP Cone, Adjuster, G1 Regulator; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	19.48000	974.00
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1 6120.70.15.0000.0000.1510.0000.0000.42150.	974.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 15
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
022	BREATHING EQUIP FIREMEN, PART: 10153639-SP O-Ring, Silicone,70D, Size 024,Org,10/Pkg; PER GSA QUOTE 21202003 Vendor Item	50.00 EACH	28.32000	1416.00
1	6120.70.15.0000.0000.1510.0000.0000.42150.			1416.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
023	BREATHING EQUIP FIREMEN, PART: 10164095 CLIP,LUMBAR ATTACHMENT, G1 RESCUE BELT II ; PER GSA QUOTE 21202003 Vendor Item	100.00 EACH	2.91000	291.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028437-00 FY 2025 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 16
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Vendor MSA SAFETY INC 1000 CRANBERRY WOODS DR CRANBERRY TOWNSHIP, PA 16066 Fax 724-733-9280	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 6120.70.15.0000.0000.1510.0000.0000.42150.			291.00

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

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

[Requisition Link](#)

Requisition Total	91171.89
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.47020.	56171.89	899359.83
FIRE ADMINISTRATION EXP EQUIPMENT (LESS THAN \$5000)		
6120.70.15.0000.0000.1510.0000.0000.42150.	35000.00	429130.94
EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	08/06/25	DONALD ROSE	Auto approved by: 910520704
Approved	08/06/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	08/06/25	STEVEN KRONINGER	Auto approved by: 910520704



GENERAL SERVICES ADMINISTRATION

Federal Supply Service/Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov

GSA MULTIPLE AWARD SCHEDULE (MAS)

(SINS 334511, 334519, 339112, 339113PA, 339113R, 339920, and OLM)

CONTRACT NUMBER:

47QSMS24D0018

CONTRACT PERIOD:

December 13, 2023 through December 12, 2028

ORDERING SOURCE:

MSA Safety Sales, LLC

1000 Cranberry Woods Drive, Cranberry Township, PA 16066-5207

1-866-MSA-1001

Fax: 1-800-967-0398

us.cs@MSAsafety.com

www.MSAsafety.com

BUSINESS SIZE: Large

PRICES SHOWN HEREIN ARE NET (DISCOUNT DEDUCTED)

MAS SCHEDULE

SPECIAL ITEM NUMBER 334511, 334519, 339112, 339113PA, 339113R, and 339920

INFORMATION FOR ORDERING ACTIVITIES

- | | |
|---|---|
| <p>1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN):
334511, 334519, 339112, 339113PA, 339113R, 339920</p> <p>1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR THIS SIN
(Government price based on a unit of one):
Model/Part Number: S/S M12 Washer Form B P/N L00200-05– Unit
Price \$0.19</p> <p>1c. SERVICES UNDER THIS SCHEDULE: N/A</p> <p>2. MAXIMUM ORDER*: \$250,000.00 for all SINS
*If the “best value” selection places your order over the maximum order, identified in this catalog/ price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.</p> <p>3. MINIMUM ORDER: \$100.00</p> <p>4. GEOGRAPHIC COVERAGE: 50 United States, District of Columbia and US Territories</p> <p>5. POINT OF PRODUCTION:</p> <p>MSA Safety Sales, LLC
3880 Meadowbrook Road
Murrysville, PA 15668-2937 (Westmoreland County)</p> <p>MSA Safety Sales, LLC
352 White Street
Jacksonville, NC 28546-6797 (Onslow County)</p> <p>MSA Safety Sales, LLC
1000 Cranberry Woods Drive
Cranberry Township, PA 16066-5207 (Butler County)</p> <p>MSA Mexico Fraccionamiento Industrial
Avenida Del Conde #6
El Marques, Queretaro Mexico</p> <p>MSA Auer
Thiemannstrasse 1
D-12059 Berlin Germany</p> <p>MSA Sordin
Rorlagervagen 8
SE-33153 Varnamo, Sweden</p> <p>MSA Latchways
Hopton Park
Devizes
Wiltshire, UK SN10 2JP, United Kingdom</p> <p>MSA France
Zone Industrielle Sud
Chattillion Sur Chalaronne 01400 France</p> <p>6. BASIC DISCOUNT OR NET GOVERNMENT PRICE: The pricing shown in this schedule reflects the GSA net price (discounts have already been applied.)</p> <p>7. QUANTITY DISCOUNT: Additional 2% discount for orders over \$100,000</p> <p>8. PROMPT PAYMENT TERMS: Net 30</p> <p>9a. GOVERNMENT PURCHASE CARD (GPC): GPC is accepted at or below the micro-purchase threshold</p> <p>9b. GPC is accepted above the micro-purchase threshold</p> <p>10. FOREIGN ITEMS: All ear muffs produced in Sweden. SCBA regulators and parts could be produced in Germany. Some Fall Protection and other soft goods produced in Mexico and the United Kingdom. Some fire helmets are produced in France.</p> | <p>11a. TIME OF DELIVERY: 60 days after receipt of order (ARO)</p> <p>11b. EXPEDITED DELIVERY: All items in this price list are available for faster delivery on an order by order basis dependent upon availability of parts. Clause I-FSS-140-B of the contract applies. Agencies can contact contractor’s representative to possibly affect faster delivery and to determine rates.</p> <p>11c. OVERNIGHT & 2-DAY DELIVERY: See 11b. Expedited above</p> <p>11d. URGENT REQUIREMENTS: See 11b. Expedited above</p> <p>12. FOB POINT: Destination - Continental US</p> <p>13a. ORDERING ADDRESS, TELEPHONE AND FAX NUMBER:

MSA Safety Sales, LLC
1000 Cranberry Woods Drive
Cranberry Township, PA 16066-5207
Phone: 1-866-MSA-1001 Fax: 1-800-967-0398</p> <p>13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on blanket purchase agreements (BPAs) and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules)</p> <p>14. PAYMENT ADDRESS:
MSA Safety Sales, LLC
PO Box 734143
Chicago, IL 60673-4143</p> <p>15. WARRANTY PROVISION: Standard Commercial</p> <p>16. EXPORT PACKING CHARGES: In accordance with clause F-FSS-736-A, Export Traffic Release</p> <p>17. TERMS AND CONDITIONS OF GPC ACCEPTANCE: Payment by Government Purchase Card (GPC accepted without additional discount).</p> <p>18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:
Self-Contained Breathing Apparatus: Certification as an MSA C.A.R.E. Technician is required to perform maintenance and repairs of MSA Self-Contained Breathing Apparatus. Please call the toll-free number to obtain course information.

Portable Instruments: Certification as an MSA R.I.T.E. Technician is required to perform maintenance and repairs of MSA Portable Instrumentation. Please call the toll-free number to obtain course information.

Air Purifying Respirators/Gas Masks/Thermal Imaging Cameras/Head Protection Products/Fall Protection/Fire Helmets/other safety products: Not applicable.</p> <p>19. TERMS AND CONDITIONS OF INSTALLATION: N/A</p> <p>20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): MSA Suggested Price List</p> <p>20a. TERMS AND CONDITIONS FOR ANY OTHER SOURCE: N/A</p> <p>21. LIST OF SERVICE AND DISTRIBUTION POINTS: Call 1-866-MSA-1001</p> <p>22. LIST OF PARTICIPATING DEALERS: N/A</p> <p>23. PREVENTIVE MAINTENANCE: See data included with product.</p> <p>24a. ENVIRONMENTAL ATTRIBUTES: N/A</p> <p>24b. ELECTRICAL INFORMATION AND TECHNOLOGY (EIT): Compliant to Section 508</p> <p>25. UNIQUE ENTITY IDENTIFIER (UEI): EDJPMQN1HSJ1</p> <p>26. SYSTEM AWARD MANAGEMENT (SAM): SAM certified</p> |
|---|---|



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Norlab Inc for dye tracing bags for Public Works.

Amount of Contract:

\$20,195.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250801 Norlab Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 August 2025 Date Item No. _____

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

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Norlab Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Norlab Inc for dye tracing bags for Public Works.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$20,195.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>27483</u>	2025	(2086B) CONCRETE/CAVE- IN	TRACING DYE BAGS FOR PUBLIC WORKS (PRICE BELOW BID REQUIREMENT)	\$20,195.00	<u>(294007)</u> <u>NORLAB INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027483-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released
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Page 1

Vendor
 NORLAB INC
 P O BOX 380

Ship To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

AMHERST, OH 44001

Tel#800-247-9422
 Fax 440-282-5498

Deliver To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/25	294007				CONCRETE/CAVE-IN

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER YOUR QUOTE 90153 DYE TRACER BAG, YELLOWGREEN COLOR, EACH BAG DYES UP TO 2000 GALS. OF WATER OR SEWAGE, 20 BAGS PER CASE. TRACER DYE MUST BE A GRANULAR DRY POWDER TRACING DYE ENCLOSED IN A WATER SOLUBLE BAG. Vendor Item Inventory Item/Loc 14152	100.00 CASE	198.00000	19800.00
1 1000.40.20.2070.2086.2070.0000.0000.44020.			19800.00

Ship To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

002 FREIGHT	1.00	395.00000	395.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027483-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor NORLAB INC P O BOX 380 AMHERST, OH 44001 Tel#800-247-9422 Fax 440-282-5498	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Deliver To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/25	294007				CONCRETE/CAVE-IN

LN	Description / Account	Qty EACH	Unit Price	Net Price
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Vendor Item
 Inventory Item/Loc 14009

1	1000.40.20.2070.2086.2070.0000.0000.44020.			395.00
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Ship To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total	20195.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	20195.00	1479718.25
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/01/25	SANDRA LEWIS	Requisition item added changed
Approved	08/01/25	MATTHEW ANDERSON	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027483-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	--

Page 3

Vendor
 NORLAB INC
 P O BOX 380

Ship To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

AMHERST, OH 44001

Tel#800-247-9422
 Fax 440-282-5498

Deliver To
 PUB WORKS-CONCRETE & SIDEWALK
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/25	294007				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/01/25 SHONNDA SMITH	Auto approved by:	910516584	
Approved	08/01/25 CHERI BOUCHER	Auto approved by:	910516584	
Queued	08/01/25 DONALD ROSE	Auto approved by:	910516584	
Queued	08/01/25 SANDRA LEWIS	Auto approved by:	910516584	
Queued	08/01/25 STEVEN KRONINGER	Auto approved by:	910516584	
Queued	08/01/25 JOHNNIE HARRUB	Auto approved by:	910516584	
Queued	08/01/25 SAMANTHA COOLEY	Auto approved by:	910516584	
Queued	08/01/25 ANNE FOLEY	Auto approved by:	910516584	
Queued	08/01/25 JOHN PAINE	Auto approved by:	910516584	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Power DMS Inc for annual renewal of Power DMS policy management software for MPD.

Amount of Contract:

\$16,198.62

Funding Source

General fund.

ATTACHMENTS:

1. 20250807 Power Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 August 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Power DMS Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Power DMS Inc for annual renewal of Power DMS policy
management software for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,198.62

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement..bid exempt as software

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>26044</u>	2025	(1530) POLICE ADMIN SERVICES	ANNUAL SUBSCRIPTION TO POWERDMS POLICY MANAGEMENT SOFTWARE FOR CALEA ACCREDITATION (PRICE BELOW BID REQUIREMENT)	\$16,198.62	<u>(286661) POWER DMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026044-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 POWER DMS INC
 200 E ROBINSON STREET
 SUITE 425

ORLANDO, FL 32801

Tel#800-749-5104
 Fax 407-210-0113

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
06/17/25	286661				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 RENEWAL INVOICE #INV-138114. POWERDMS - RENEWAL POWERPOLICY PROFESSIONAL SUBSCRIPTION START DATE - 8/3/2025 END DATE - 8/2/2026 INV-138114 LICENSE QTY - 699 LEGACY TRAINING INCLUDED START DATE: 8/3/2024 END DATE: 8/2/2025 QTY LICENSE - 699 Vendor Item	1.00 EACH	16198.62000	16198.62
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1 1000.30.15.1530.1530.1530.0000.0000.42110.	16198.62
--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	16198.62
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***** General Ledger Summary Section *****
 Account

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026044-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 2

Vendor
 POWER DMS INC
 200 E ROBINSON STREET
 SUITE 425

ORLANDO, FL 32801

Tel#800-749-5104
 Fax 407-210-0113

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
06/17/25	286661				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42110.		
POLICE ADMIN SERVICES EXP	16198.62	91180.32
DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
Approved	08/04/25	DONALD ROSE	Auto approved by: 9105fo1a
Approved	08/04/25	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	08/04/25	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	08/04/25	JOHNNIE HARRUB	Auto approved by: 9105fo1a
Approved	08/04/25	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	08/04/25	ANNE FOLEY	
Approved	08/04/25	JOHN PAINE	Auto approved by: 9105fo1a

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to United Rentals North America Inc. two trench shoring boxes for Public Works.

Amount of Contract:

\$17,490.67

Funding Source

General fund.

ATTACHMENTS:

1. 20250801 United Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 August 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to United Rentals North America Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to United Rentals North America Inc. two trench shoring
boxes for Public Works.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,490.67

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>28486</u>	2025	(2086D) STORM DRAINS	TWO TRENCH SHORING BOXES FOR PUBLIC WORKS (PRICE BELOW BID REQUIREMENT)	\$17,490.67	<u>(216157) UNITED RENTALS NORTH AMERICA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028486-00 FY 2025 PO 25012469 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 1
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Vendor UNITED RENTALS NORTH AMERICA INC 1413 MONTLIMAR DR MOBILE, AL 36609 Tel#251-414-5511 Fax 251-414-5588	Ship To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	216157				STORM DRAINS

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2510151243 9418411 CC: 941-8411 TRENCH BOX 8' X 8' (4" KE)	1.00 EACH	7980.00000	7980.00
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1	1000.40.20.2070.2086.2070.0000.0000.44020.			7980.00
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Ship To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

002	9418300 CC: 941-8300 TRENCH BOX 6' X 6' (3" WALL)	1.00 EACH	5926.67000	5926.67
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1	1000.40.20.2070.2086.2070.0000.0000.44020.			5926.67
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028486-00 FY 2025 PO 25012469 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 2
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Vendor UNITED RENTALS NORTH AMERICA INC 1413 MONTLIMAR DR MOBILE, AL 36609 Tel#251-414-5511 Fax 251-414-5588	Ship To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
---	--

Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	216157				STORM DRAINS

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

003 9405655 CC: 940-5655 8" SPREADER	40.00 EACH	89.60000	3584.00
--------------------------------------	---------------	----------	---------

1 1000.40.20.2070.2086.2070.0000.0000.44020.	3584.00
--	---------

Ship To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028486-00 FY 2025 PO 25012469 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 3
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Vendor UNITED RENTALS NORTH AMERICA INC 1413 MONTLIMAR DR MOBILE, AL 36609 Tel#251-414-5511 Fax 251-414-5588	Ship To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	216157				STORM DRAINS

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			17490.67

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.		
	17490.67	1479718.25
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/01/25	DONALD ROSE	Auto approved by: 910518227
Approved	08/01/25	SANDRA LEWIS	
Approved	08/01/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/01/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	08/01/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/01/25	ANNE FOLEY	Auto approved by: 910518227
Approved	08/01/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Vertiv Corporation for annual renewal of climate control maintenance services for network server uninterruptible power supply units for MIT.

Amount of Contract:

\$37,444.01

Funding Source

General fund.

ATTACHMENTS:

1. 20250806 Vertiv Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 August 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Vertiv Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Vertiv Corporation for annual renewal of climate control
maintenance services for network server uninterruptible power supply units for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$37,444.01

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sole source manufacturer 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 William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>228621,</u> <u>28623</u>	2025	(5000) INFORMATION TECHNOLOGY	CLIMATE CONTROL MAINTENANCE SERVICES FOR NETWORK SERVER UNINTERRUPTIBLE POWER SUPPLY UNITS FOR MIT (SOLE SOURCE MANUFACTURER PROFESSIONAL SERVICES)	\$37,444.01	<u>(295869) VERTIV CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028621-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 1

Vendor
 VERTIV CORPORATION
 1050 DEARBORN DR

 COLUMBUS, OH 43085

 Tel#251-432-1211
 Fax 850-969-0855

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

 Delivery Reference
 GREG HOLLIDAY

 Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	295869	08/05/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #902635-1.
 SITE #194851.

001 ESSENTIAL COVERAGE 8/1/2025-7/31/2026. TAG #1554889, NX 20-30 INTBAT MODEL#38SB020C0CHX (2 ANNUAL PM) ESSENTIAL (08/01/2025) - (07/31/2026)	1.00	6812.44000	6812.44
	EACH		

1 1000.10.23.5000.5000.5000.0000.0000.42150.	6812.44
--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002 TAG #1608751, DELUXE CW MODEL #CW038UCSA39568A (4 ANNUAL PM)	1.00	4529.42000	4529.42
	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028621-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	295869	08/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	ESSENTIAL (08/01/2025) - (07/31/2026)			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			4529.42
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TAG #1609231 DS AIR MODEL #VS028DSA0EI570A 4 ANNUAL PM ESSENTIAL (08/01/2025) - (07/31/2026)	1.00 EACH	7010.15000	7010.15
1	1000.10.23.5000.5000.5000.0000.0000.42150.			7010.15

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028621-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	1295869	08/05/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total	18352.01
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	18352.01	1561698.72
INFORMATION TECHNOLOGY EXP	MAINTENANCE & REPAIRS	

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

Activity	Date	Clerk	Comment
Approved	08/05/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	08/05/25	SCOTT KEARNEY	
Approved	08/05/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	08/05/25	DONALD ROSE	Auto approved by: 9105fola
Approved	08/05/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/05/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/05/25	JOHNNIE HARRUB	Auto approved by: 9105fola

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028621-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	295869	08/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/05/25 SAMANTHA COOLEY		Auto approved by: 9105fola	
Approved	08/05/25 ANNE FOLEY			
Approved	08/05/25 JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028623-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	295869	08/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
PER YOUR QUOTE #CPQ-902521-1.				
ESSENTIAL ANNUAL PM 08/01/2025 - 07/31/2026.				
001	TAG#1796651 DS AIR MODEL#DS042ADC1EI098S 4 ESSENTIAL (08/01/2025) - (07/31/2026)	1.00 EACH	6267.97000	6267.97
1	1000.10.23.5000.5000.5000.0000.0000.42150.			6267.97
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
002	TAG#1750884 DS AIR MODEL#DS042ADC1EI235S 4 ESSENTIAL (08/01/2025) - (07/31/2026)	1.00 EACH	6267.97000	6267.97
1	1000.10.23.5000.5000.5000.0000.0000.42150.			6267.97

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028623-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	295869	08/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
003	TAG#1751241 APM 30 (N+1) WB MODEL#NRB41CCSAHA0890 2 ESSENTIAL (08/01/2025) - (07/31/2026)	1.00 EACH	5865.68000	5865.68
1	1000.10.23.5000.5000.5000.0000.0000.42150. Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			5865.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028623-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	295869	08/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	TAG#1751243 APM45-90PERIPH MODEL#NRMB0C4C2RA0S54 2 ESSENTIAL (08/01/2025) - (07/31/2026)	1.00 EACH	690.38000	690.38
1	1000.10.23.5000.5000.5000.0000.0000.42150.			690.38

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

 Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 19092.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	19092.00	1567484.59
INFORMATION TECHNOLOGY EXP	MAINTENANCE & REPAIRS	

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028623-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved
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Page 4

Vendor
 VERTIV CORPORATION
 1050 DEARBORN DR

 COLUMBUS, OH 43085

 Tel#251-432-1211
 Fax 850-969-0855

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	295869	08/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/05/25 GREG HOLLIDAY	Auto	approved by: 91057606	
Approved	08/05/25 SCOTT KEARNEY			
Approved	08/05/25 UDARA JAYASENA	Auto	approved by: 91057606	
Approved	08/05/25 DONALD ROSE	Auto	approved by: 9105fola	
Approved	08/05/25 SANDRA LEWIS	Auto	approved by: 9105fola	
Approved	08/05/25 STEVEN KRONINGER	Auto	approved by: 9105fola	
Approved	08/05/25 JOHNNIE HARRUB	Auto	approved by: 9105fola	
Approved	08/05/25 SAMANTHA COOLEY	Auto	approved by: 9105fola	
Approved	08/05/25 ANNE FOLEY			
Approved	08/05/25 JOHN PAINE	Auto	approved by: 9105fola	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wattier Surveying Inc for boundary line and topographic survey and utility line location for 1668 West I-65 Service Road South.

Amount of Contract:

\$18,790.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250807 Wattier Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 August 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Wattier Surveying Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Wattier Surveying Inc for boundary line and topographic survey and utility line location for 1668 West I-65 Service Road South.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,790.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services; price below bid requirement..

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28648</u>	2025	(3032) ARCHITECTURAL ENGINEERING	BOUNDARY LINE AND TOPOGRAPHIC SURVEY AND UTILITY LINE LOCATION FOR 1668 WEST I-65 SERVICE ROAD SOUTH (PROFESSIONAL SERVICE, PRICE BELOW BID REQUIREMENT)	\$18,790.00	<u>(281928)</u> <u>WATTIER</u> <u>SURVEYING INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028167-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
VICTOR SIGN AND ADVERTISING CO INC
5000 WHITWORTH RD

Ship To
FIRE COMPANY #12
200 DAVENPORT AVENUE

MOBILE, AL 36619

MOBILE, AL 36607
BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Tel#251-653-7143
Fax 251-653-8281

Delivery Reference
MARILYN BULLARD

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/25	224500				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
001 SIGN TO INSTALL TWO SETS OF 12" THERMOFORMED GEINI BRAND PLASTIC LETTER OA STANDARD COLOR AND FONT TO READ--A.G. TRENIER FIRE STATION	1.00 EACH	4368.00000	4368.00

1 1000.45.20.3030.3035.3030.0000.0000.42150. 4368.00

Ship To
FIRE COMPANY #12
200 DAVENPORT AVENUE
MOBILE, AL 36607
Delivery Reference
MARILYN BULLARD

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

Requisition Link

Requisition Total 4368.00

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

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.42150.	4368.00	387449.49
FACILITY MAINTENANCE EXP	MAINTENANCE & REPAIRS	

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Forrester, City Engineer

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Drainage Repairs

Amount of Contract:

\$164,558.11

Funding Source

C0647

ATTACHMENTS:

1. RESOLUTION-Budget Transfer from Springhill Ct Retainage Wall to Langan Park-12 Mile Creek 8.5.2025

REVIEWERS:

Lashey Williams

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MOBILE, ALABAMA,** that the sum of \$164,558.11 be transferred from
Capital Project #C0965 Springhill Court Retaining Wall to Capital Project
#C0647 Langan Park/12 Mile Creek Bank Stabilization.
These funds are being used for Drainage Repairs.

ADOPTED:

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 8/5/2025

BUDGET TRANSFER: ☒ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 164,558.11

FROM CAPITAL PROJECT#: C0965

CAPITAL PROJECT NAME: Springhill Ct Retaining Wall Improv

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0647

PROJECT NAME: Langan Park / 12 Mile Creek Bank Stabli

DEPT. PROJECT#: _____

Lashay Williams
Employee signature

[Signature]
Approval signature



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5461

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: SAENGER THEATRE - RE-ROOFING

CAPITAL PROJECT #: F701-001 (20002000-48010)

CONTRACT AMOUNT: \$737,000.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CL-069-24

PROJECT DESCRIPTION: CONTRACTOR SHALL PROVIDE ALL LABOR AND
MATERIALS NECESSARY TO RE-ROOF THE THEATRE.

VENDOR NAME: ADVANCED ROOFING SOLUTIONS,
LLC

VENDOR NUMBER: 299772

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate_____

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

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

Prepared by: **Emma Dean** – Office Assistant II Date: **07/25/2025**



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO RE-ROOF THE THEATRE.

Amount of Contract:

\$737,000.00

Funding Source

F701-001 SAENGER THEATER ROOF ASSESS & REPLA (20002000-48010)

ATTACHMENTS:

1. CL-069-24_ARC_Contractpack

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: ADVANCED ROOFING SOLUTIONS, LLC

Project Name: SAENGER THEATRE - RE-ROOFING

Project Number: CL-069-24

Amount: \$737,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: SAENGER THEATRE - RE-ROOFING

CAPITAL PROJECT #: F701-001 (20002000-48010)

CONTRACT AMOUNT: \$737,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CL-069-24

PROJECT DESCRIPTION: CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO RE-ROOF THE THEATRE.

VENDOR NAME: ADVANCED ROOFING SOLUTIONS, LLC

VENDOR NUMBER: 299772

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 07/25/2025

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Advanced Roofing Solutions, LLC
1001 30th Ave
Northport, AL 35476
City of Mobile Business License Number: 131544
Secretary of State Registration Number: 000-880-594

for the following Project:
(Name, location and detailed description)

Saenger Theatre – Re-Roofing
6 South Joachim Street
Mobile, AL 36602
Project Number: CL-069-24
Scope consist of, but is not limited to, replacement of the existing roof

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

RAM (Roof Asset Management, Inc.)
4950 Woodfield Drive
Millbrook, AL 36054

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Thirty Seven Thousand and 00/100 (\$ 737,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$657,000

Contingency Allowance: \$80,000.00

Total Bid: \$737,000.00

Alternate: N/A

Total Contract Sum: \$737,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Eighty Thousand and 00/100 (\$ 80,000.00)

(Table deleted)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: (Deteriorated Wood Blocking) – The contractor shall replace existing deteriorated wood blocking materials with new wood blocking. New wood blocking shall consist of No. 2 pressure treated timbers of equal size and thickness to match the deteriorated materials and installed in lengths of no more than 10’.	BF	\$1.50
Unit Price #2: (Deteriorated Wood Decking) – The contractor shall replace existing deteriorated wood decking with new wood decking. New wood decking shall consist of No. 2 pine timbers of equal size and thickness to match the deteriorated materials. All new wood decking shall be attached per industry standards and local codes.	SF	\$5.00
Unit Price #3: (Wet Material Replacement) –	SF	\$3.50

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The contractor shall replace all existing wet insulation and/or roofing components identified by the infrared moisture scan performed by the Owner's Roof Consultant prior to the beginning of any work. All wet roofing components shall be replaced with new polyiso insulation to match the existing roof thickness, slopes, etc.

Unit Price #4: (Terracotta Coping Replacement)

– The contractor shall replace damaged / deteriorated terracotta coping not suitable for repairs. New terracotta copings shall be properly grouted into place and match the existing coping components as close as possible.

EA	\$500.00
----	----------

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;

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- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Advanced Roofing Solutions, LLC has completed the contract for Saenger Theatre – Re-Roofing - CL-069-24, Mobile, Alabama 36602 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

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§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Joe Renfro, Member
1001 30th Ave, Northport, AL 35476
email
205-409-4697

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee
C.	Bodily Injury by Disease	\$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	\$1,000,000 each person
		\$1,000,000 each occurrence
B.	Property Damage	\$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	\$1,000,000 combined single limit
D.	Damage to Rented Premises	\$1,000,000 each occurrence
- .6 Such comprehensive policy shall include the following:

A.	All liability of the Contractor, for the Contractor's Direct Operations.
B.	Subcontractor's Operations.
C.	Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D.	General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.

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- E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
- F. Broad Form Property Damage Coverage, including Completed Operations.
- G. Personal Injury Liability, with employee's exclusions removed.
- H. Explosion and Collapse Hazard:
Included or X Not Applicable.
- I. Underground Hazard:
Included or X Not Applicable.
- J.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and Property damage \$1,000,000 combined single limit

.8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%)

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of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)
- .2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

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Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
Page 217	NEW ROOF PLAN	March 19, 2025
Page 218	NEW ROOF DETAILS	March 19, 2025

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	March 19, 2025
Section 010100	Summary of Work	March 19, 2025
Section 012100	Allowances	March 19, 2025
Section 012200	Unit Prices	March 19, 2025
Section 013100	Project Management & Co-Ordination	March 19, 2025
Section 013200	Construction Progress Documentation	March 19, 2025
Section 013300	Submittal Procedures	March 19, 2025
Section 016350	Substitution Procedures	March 19, 2025
Section 017000	Execution Requirements	March 19, 2025
Section 017100	Close out Procedures	March 19, 2025
Section 017310	Cutting and Patching	March 19, 2025
Section 017839	Project Record Documents	March 19, 2025
DIVISION 5	METALS	March 19, 2025
Section 055133	Metal Ladders Scope of Work	March 19, 2025
Section 055133	Metal Ladders Specification	March 19, 2025
DIVISION 6	WOOD AND PLASTIC	March 19, 2025
Section 061000	Rough Carpentry	March 19, 2025
DIVISION 7	THERMAL AND MOISTURE PROTECTION	March 19, 2025
Section 071900	Water Repellents Scope of Work	March 19, 2025
Section 071900	Water Repellents Specification	March 19, 2025
Section 075419	Polyvinyl-Chloride (PVC) Roofing Scope of Work	March 19, 2025
Section 075419	Polyvinyl-Chloride (PVC) Roofing Specification	March 19, 2025
Section 076200	Flashing and Sheet Metal	March 19, 2025
Section 077233	Roof Hatches Scope of Work	March 19, 2025
Section 077233	Roof Hatches Specification	March 19, 2025
Section 079200	Joint Sealants	March 19, 2025
DIVISION 9	FINISHES	March 19, 2025
Section 099000	Elastomeric Acrylic Wall Coating Scope of Work	March 19, 2025
Section 099000	Elastomeric Acrylic Wall Coating Specification	March 19, 2025
Section 099100	Painting	March 19, 2025
DIVISION 22	PLUMBING	March 19, 2025
Section 022000	Plumbing Scope of Work	March 19, 2025
Section 022000	Plumbing Specification	March 19, 2025

.5 Addenda, if any:

Number	Date
Addendum 1	March 31, 2025
Addendum 2	April 11, 2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

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.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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individuals and business entities.

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init.

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Advanced Roofing Solutions, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

John Renfroe, Member

(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Tuscaloosa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared John Renfroe as Member of Advanced Roofing Solutions, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 3 day of June, 2015.

NOTARY PUBLIC

My Commission Expires: 2/24/26

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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Advanced Roofing Solutions, LLC 1001 30th Ave Northport, AL 35476, hereinafter called the Principal, and Merchants National Bonding, Inc., P.O. Box 14498, Des Moines, IA 50306, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Seven Hundred Thirty Seven Thousand and 00/100 (\$737,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Saenger Theatre – Re-Roofing (CL-069-24) 6 South Joachim Street Mobile, AL 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: Advanced Roofing Solutions, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: John Kertson, member

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: Jerry M. LeCroy
(Signature)

Name and Title: Jerry M. LeCroy, Attorney-in-Fact

Resident Agent: Charles J. LeCroy
(Signature)

Name and Title: Charles J. LeCroy, Alabama Resident Agent
Company Name: LeCroy & Associates, Inc.
Address: 200 Century Park South, Suite 106
Birmingham, AL 35226
Phone and Fax: P: 205-879-4009 F: 205-879-0305

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles J LeCroy; Jerry M LeCroy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



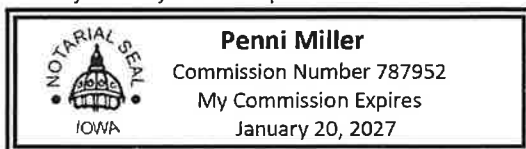
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

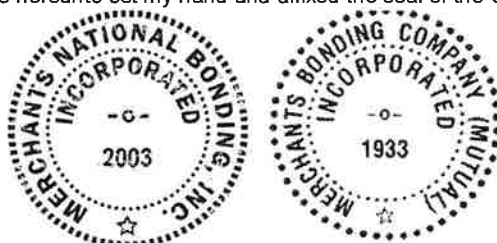


(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



Elisabeth Sandersfeld
Secretary

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Advanced Roofing Solutions, LLC 1001 30th Ave Northport, AL 35476, as Principal, and Merchants National Bonding, Inc., P.O. Box 14498, Des Moines, IA 50306, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of Seven Hundred Thirty Seven Thousand and 00/100 (\$737,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Saenger Theatre – Re-Roofing (CL-069-24) 6 South Joachim Street Mobile, AL 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Jerry M. LeCroy **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: Advanced Roofing Solutions, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: John Kenney, Member

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: Jerry M. LeCroy
(Signature)

Name and Title: Jerry M. LeCroy, Attorney-In-Fact

Resident Agent: Charles J. LeCroy
(Signature)

Name and Title: Charles J. LeCroy, Alabama Resident Agent
Company Name: LeCroy & Associates, Inc.
Address: 200 Century Park South, Suite 106
Birmingham, AL 35226
Phone and Fax: P: 205-879-4009 F: 205-879-0305

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles J LeCroy; Jerry M LeCroy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

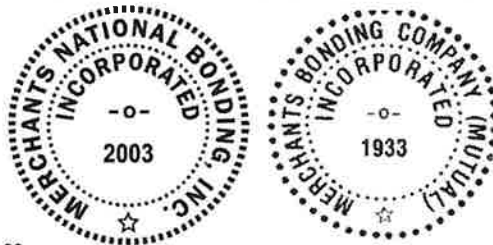
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



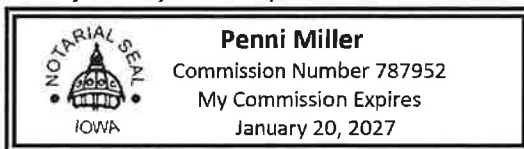
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



Elisabeth Sandersfeld
Secretary

EXHIBIT 3



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Advanced Roofing Solutions, LLC
Address	1001 30th Ave Northport, AL 35476
Telephone	205-409-4697
E-Mail	kandice@arsroofing.net

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>11</u> Female <u>3</u> Minority _____ Non-minority _____ SDVO _____ Total #of Employees <u>14</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joe Renfro
Signature:  Date: 4/16/2025
Title: Member

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____
Email: _____ Phone: _____



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Advanced Roofing
Please Print Company Solutions, LLC Your Bid/Proposal Amount \$ 737,000.00 Date: 4/16/2025
/ / Description
Name of Bidder/Proposer: Advanced Roofing Solutions, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
TBD						



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Advanced Roofing Solutions, LLC

Contact Person: Kandice Rogers Phone 205-409-4697 Email kandice@arsroofing.net

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
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

✓		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. _____



Company ID Number: 2023582

Approved by:

Employer Advanced Roofing Solutions LLC	
Name (Please Type or Print) Kandice R Rogers	Title
Signature Electronically Signed	Date 11/16/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/21/2022



Company ID Number: 2023582

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Advanced Roofing Solutions LLC
Company Facility Address	1001 30th Ave Northport, AL 35476
Company Alternate Address	
County or Parish	TUSCALOOSA
Employer Identification Number	872767254
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Alabama Secretary of State



Advanced Roofing Solutions, LLC	
Entity ID Number	000-880-594
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	08/30/2021
Registered Agent Name	MARSHALL S BOND
Registered Office Street Address	1001 30TH AVENUE NORTHPORT, AL 35476
Registered Office Mailing Address	1001 30TH AVENUE NORTHPORT, AL 35476
Nature of Business	
Organizers	
Organizer Name	MARSHALL S BOND
Organizer Street Address	1001 30TH AVENUE NORTHPORT, AL 35476
Organizer Mailing Address	1001 30TH AVENUE NORTHPORT, AL 35476
Organizer Name	JOHN T RENFROE
Organizer Street Address	12195 AUTUMN LEAVES TRAIL NORTHPORT, AL 35476
Organizer Mailing Address	12195 AUTUMN LEAVES TRAIL NORTHPORT, AL 35476
Organizer Name	TIM BOND
Organizer Street Address	4374 WOODLAND FORREST DRIVE TUSCALOOSA, AL 35405
Organizer Mailing Address	4374 WOODLAND FORREST DRIVE TUSCALOOSA, AL 35405
Organizer Name	JOE RENFROE
Organizer Street Address	20954 PIDDLERS ROAD BERRY, AL 35546
Organizer Mailing Address	20954 PIDDLERS ROAD BERRY, AL 35546
Annual Reports	

Advanced Roofing Solutions, LLC	
Report Year	2023
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	08/30/2021 Certificate of Formation 6 pgs.

[Browse Results](#)[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

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

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 JUSTIN TERRY AGENCY, INC. 2403-C 10TH STREET NORTHPORT, AL. 35476	CONTACT NAME: JUSTIN TERRY	FAX (A/C, No): 205-409-2800	
	PHONE (A/C, No, Ext): 205-352-2335	E-MAIL ADDRESS: JUSTIN@TERRYINSURE.COM	
INSURED ADVANCED ROOFING SOLUTIONS, LLC. dba MILLER ROOFING 1001 30TH AVE NORTHPORT, AL. 35476	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: CRUM & FORSTER		44520
	INSURER B: NATIONAL GENERAL INSURANCE CO.		29742
	INSURER C: THE BURLINGTON INSURANCE COMPANY		23620
	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	☒	☒	GLO-120491	02/10/2025	02/10/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ CONTRACTUAL LIABILITY						MED EXP (Any one person) \$ 5,000
	☐ PRIMARY AND NON-CONTRIBUTORY						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
☐ POLICY ☒ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
☐ OTHER:							DEDUCTIBLE \$ 5,000
B	AUTOMOBILE LIABILITY	☒	☒	2017743760	02/22/2025	02/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
☐							\$
C	☒ UMBRELLA LIAB	☒	☒	863BE11037	02/11/2025	02/11/2026	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							☐ PER STATUTE ☐ OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐ Y / ☒ N	☐ N / ☒ A				E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project name: Saenger Theatre - Re-Roofing PROJECT NUMBER: CL-069-24

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER / ADDITIONAL INSURED

CANCELLATION

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

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

05/29/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY US ASSURE INSURANCE SERVICES OF FLORIDA, INC. P.O. BOX 10197 JACKSONVILLE, FL 32247-0197		PHONE (A/C, No, Ext):		COMPANY American Zurich Insurance Company	
FAX (A/C, No):		E-MAIL ADDRESS: justin@terryinsure.com			
CODE: A0233782		SUB CODE:			
AGENCY CUSTOMER ID #:					
INSURED ADVANCED ROOFING SOLUTIONS, LLC 1001 30TH AVE NORTHPORT, AL 35476		LOAN NUMBER		POLICY NUMBER ER78193435	
		EFFECTIVE DATE 05/29/2025		EXPIRATION DATE 11/29/2025	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

6 South Joachim Street
MOBILE, AL 36602

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$1,000
Renovations and Improvements	\$737,000	
All Covered Property at all Locations	\$737,000	

REMARKS (Including Special Conditions)

Wind Excluded

Project name: Saenger Theatre - Re-Roofing PROJECT NUMBER: CL-069-24

The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable

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.

ADDITIONAL INTEREST

NAME AND ADDRESS Owner City of Mobile PO Box 1827 Mobile, AL 36633-1827	MORTGAGEE	☒	ADDITIONAL INSURED
	LOSS PAYEE	☐	
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 FAX (A/C, No): 217-477-6772 E-MAIL ADDRESS: workersfirst@ccmsi.com
INSURED ADVANCED ROOFING SOLUTIONS, LLC 1001 30TH AVENUE NORTHPORT, AL 35476	INSURER(S) AFFORDING COVERAGE INSURER A: WorkersFirst CompFund INSURER B: Midwest Employers Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23612

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below	X		EWC005404(WC) PQAL127200(EL)	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project - Saenger Theatre - Re-roofing, PROJECT #: CL-069-24 Mobile, Alabama. Waiver of Subrogation in favor of certificate holder applies. A 30 day written notice of cancellation applies except for non-payment which will remain 10 days.

REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSURED'S ADDRESS. COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): Scott Bond John Renfro

Waiver of Subrogation applies in favor of City of Mobile with respect to Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE P. O. BOX 1827 MOBILE, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Linda Hudgins</i>
--	---

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective *6/11/2025 - 1/1/2026*
Insured
ADVANCED ROOFING SOLUTIONS, LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. ***PQAL127200(EL)*** Endorsement No.
Premium ***0***

Countersigned by *Linda Hudgins*



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

City of Mobile

Architectural Engineering Department

P. O. Box 1827

Mobile, Alabama 36633-1827

THE ARCHITECT:

(Name, legal status and address)

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, Project Manual, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the ~~site~~ site, as may be required. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 ~~Unless otherwise provided in the Contract Documents, the~~ The Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 up to ten copies of the drawings and specifications as required for Contractor's execution of the Work. Any additional sets of documents that the contractor desires for construction of the Project will be issued to contractor at actual printing and handling costs.~~

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience and character of the Contractor's project manager, superintendent and engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to ~~them~~them.

3.4.4 The Contractor's or his Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

3.4.5 Any project manager, superintendent, engineer, foreman or workman employed by the Contractor or by a subcontractor who, in the sole opinion of the Architect, does not perform his Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s) falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall, at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due the Contractor or may suspend the Work until such orders are complied with.

3.4.7 Contractor shall abide by provisions of Section 14-1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Contractor on the Bid Form (Section 00410).

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure ~~and pay for the building permit as well as for City of Mobile building permit without cost, and shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.~~

3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1** ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3** ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, ~~promptly within ten (10) business days~~ after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals

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upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the contractor requires for his own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor

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shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be

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liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utilities costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. "Architect" may also designate the Licensed Designer of the Project and may be an Engineer or Landscape Architect.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ (1) during construction (2) until all conditions necessary for the final completion and payment have been fulfilled and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, The apparent low bidder, within (3) days after bids are opened shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day-14 day period shall constitute notice of no reasonable objection.~~

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The total of all Change Orders on each contract shall not exceed ten percent (10%) of the contract price for each project and shall be subject to at least one of the following criteria:

1. Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.
2. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.
3. Emergencies arising during the course of the Work on the Contract.
4. Changes or Alternates provided for in the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.
5. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.
4. There shall be attached to each Change Order a signed statement from the Architect containing the following:
 - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C. A statement that all prices have been reviewed and found reasonable, fair and equitable and recommending approval of the same.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall~~ may be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, ~~an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount, allowance of 10% mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and 15% mark-up on a Contractor's direct (actual cost of Labor & Materials).~~ In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, ~~whether incorporated or consumed; actually incorporated or consumed in the work;~~
- .3 Rental costs of machinery and equipment, exclusive of hand tools, ~~whether rented from by the Contractor or others;~~
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

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reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced within ten (10) days of the date of a written Notice to Proceed.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 LIQUIDATED DAMAGES

8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges.

Therefore, a time charge equal to \$250.00 per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than 30 days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

.1 Unit Prices and Allowances, if stated in the Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the on the first of each month, for Work done through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section 9.2, 9.2., for completed portions of the Work. Such application shall be notarized, if required, notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents and documents as follows:

.1 Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the work completed); and

.2 The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.

§ 9.3.1.1 As provided in Section 7.3.9, such Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Work, which have been authorized and approved by properly executed Change Order(s).

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. Such applications may include requests for payment on account of changes in the Work, which have been authorized and approve by properly executed Change Order(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

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Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall may be extended appropriately and the Contract Sum shall may be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Work.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed

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to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees payment. (5), contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers (7) written warranty on Contractor's letterhead covering materials and labor for one year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for four (4) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, Contractor, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
4. The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and ~~start-up~~ start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the Owner named as an additional insured. Contractor shall submit a Certificate of Insurance and a supplemental Attachment for Certificate of Insurance 25-2 (7/90), AIA Document G715, Insurance companies listed as the "Companies Affording Coverage"

shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

1 Workmen's Compensation and Employer's Liability Insurance: - Statutory-amount and coverage as required by law of place in which the Work is performed.

2 Employee's Liability Insurance shall be provided for limits of liability not less than:

- | | | |
|----|---------------------------|---------------------------|
| A. | Bodily Injury by Accident | \$1,000,000 each accident |
| B. | Bodily Injury by Disease | \$1,000,000 each employee |

3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations) for limits of liability not less than:

- | | | |
|----|------------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury &
Property Damage | \$1,000,000 combined single limit |

4 Such comprehensive policy shall include the following:

- | | |
|----|---|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | Contractual Liability, meaning thereby: any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically Items 11.1.1.8.3G herein below |
| E. | Broad Form Property damage Coverage, including Completed Operations. |
| F. | Personal Injury Liability, with employee's exclusions removed. |
| G. | The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof. |
| H. | Explosion and Collapse Hazard: |
| | Included or ☒ Not Applicable. |
| I. | Underground Hazard: |
| | Included or ☒ Not Applicable. |

5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry until the Contract is completed. Comprehensive Automobile Liability Coverage for Bodily Injury and property Damage in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|------------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury &
Property damage | \$1,000,000 combined single limit |

6 Excess Liability: \$2,000,000 limit

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7. Builder's Risk Coverage. The Contractor shall carry for the Owner, himself, and all Subcontractor's a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrications or erection of any equipment.

8. A Surety authorized to do business in the State of Alabama shall furnish the required insurance.

9. The ACCORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 ~~Unless otherwise provided, the Owner~~ The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional ~~deductibles~~ deductibles (See 11.1.1 Supplement Builder's Risk Coverage). Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner-Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable

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conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract thereunder.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

11.4.3. The Labor and Material Payment Bond and Performance Bond shall each be for one hundred percent (100%) of the Contract price if the Contract Price is greater than \$10,000.00

1. Cost of the bonds shall be included in the bid.
2. Bonds shall be submitted with the executed agreement on provided form(s).

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3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.
6. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
7. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
8. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

State of Alabama.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

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authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2007 as amended by the Owner and is available to Contractor on request.

13.5.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing Conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

§ 13.6 INTEREST

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.8.1 As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

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2. Between Substantial Completion and Final Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event not later than the date of issuance of the final Certificate for Payment; and
3. After Final Payment. As to acts or failures to act occurring after the relevant date of the final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

13.9.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, ~~along with reasonable overhead and profit on the Work not executed.~~ termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. ~~Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.~~

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. ~~Work giving rise to such claim.~~ Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

~~§ 15.1.5.1~~ If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

~~§ 15.1.5.2~~ If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

~~§ 15.2.1~~ Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been

rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 ~~The Initial Decision Maker Architect~~ will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, Architect reasonably concludes that,~~ it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; ~~therefore;~~ and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall not be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in~~

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writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for engineering consulting services.

Amount of Contract:

\$35,700.00

Funding Source

G-TAPVOS

ATTACHMENTS:

1. 2025-3005-21 Old Shell Road Pedestrian Improvements (West of CVS) (Thompson Engineering, Inc.)

REVIEWERS:

Jessica White
John Forrester
Kelsi Tippery
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Joel Daves and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for engineering consulting services between the City of Mobile and Thompson Engineering, Inc. attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk



**OLD SHELL ROAD PEDESTRIAN IMPROVEMENTS
(WEST OF CVS)**

PROJECT NO. 2025-3005-21

ENGINEER:

THOMPSON ENGINEERING, INC.



CONTRACT

THIS AGREEMENT ("Agreement") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between: CITY OF MOBILE, ALABAMA ("City"), a municipal corporation located in Mobile, Alabama, acting by and through its Mayor and City Council; and

THOMPSON ENGINEERING, INC. ("Engineer"), an Alabama corporation with its principal office at 2970 Cottage Hill Rd #190, Mobile, AL 36606.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

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.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **THOMPSON ENGINEERING, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Final Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT –OLD SHELL ROAD PEDESTRIAN IMPROVEMENTS

(WEST OF CVS), City of Mobile Project No. 2025-3005-21. This Agreement is for the completion of engineering design, ALDOT coordination, bid services, and construction inspection of approximately 250 LF of sidewalk, driveways, and lighting construction. (See Exhibit A for approximate location). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; ALDOT/TAP Grant coordination and compliance, advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER- a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY

ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Final Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. FINAL DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all plans, drawings, specifications, cost estimates, and other documents necessary for submittal to ALDOT, for TAP grant compliance, and for the advertisement of bids of the final PROJECT.

2. General Requirements

- a. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.
- b. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.
- c. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. The plan shall be included in the construction plans.
- d. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

- e. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.
- f. Identify and obtain all permits and approvals required by federal, state and local agencies in order to complete the PROJECT and to comply with the TAP grant.
- g. Plan and coordinate with the Village of Springhill to ensure continuity of the PROJECT with the overall plan for the area.
- h. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design

Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with final design.

4. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include pavement, curb, and gutter removal and reconstruction, as well as sidewalk construction. The plans will show the PROJECT and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal. The plans shall also show easement monumentation so the Contractor can establish the right-of-way.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY and ALDOT will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted to the City and to ALDOT at two (2) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of

delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **90% Design Submittal** (approximately 90% completion) has been made to the CITY and ALDOT. The comments from this review will be addressed and incorporated into the 100% Design Submittal. Updated plan sheets, erosion control sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications.
 - (2) **100% Design Submittal** shall be made **Four (4) weeks** after the Notice to Proceed is received by ENGINEER. The 100% Submittal shall include plan layout sheets, typical sections, Traffic control plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and all applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All documents, applications, forms, etc. required by ALDOT for the TAP grant will be submitted no later than this time.
 - (3) Final Design submittal (Issued for Bid Package) shall be made to the CITY after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
 - d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.
 - e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for

compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION PHASE

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a copy, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall ensure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

- e. The ENGINEER shall provide construction administration and be in responsible charge of the project. Construction shall be in accordance with the Davis-Bacon Act. ENGINEER shall be required to conduct labor standards interview, if required.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint CITY representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report, Progress Report for the month, and an updated schedule from the Contractor.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved

within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated monthly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans, with any changes from "As Bid" plans shown in red, shall be prepared and submitted by the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on

Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. 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 CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, and based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$7,100.00 (Seven Thousand One Hundred Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$6,900.00 (Six Thousand Nine Hundred Dollars and Zero Cents).

- b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$16,700.00 (Sixteen Thousand Seven Hundred Dollars and Zero Cents).
- c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$35,700.00 (Thirty-Five Thousand Seven Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by 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 except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

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

- B. INSURANCE - For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts 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 by ENGINEER.
- 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.

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

- a. Providing follow-form coverage over Employer's Liability, Commercial General Liability, and Automobile Liability, including Additional Insured and Waiver of Subrogation endorsements that are identical in form and scope to those on the primary policies.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, 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.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City CIP Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement, including its validity, construction, performance, and all disputes arising out of or relating to it (including matters not expressly addressed herein), shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law principles. The exclusive venue for any legal action arising out of or relating to this Agreement shall be a court of competent jurisdiction located in Mobile, Alabama.

XII. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

THOMPSON ENGINEERING, INC

By: [Signature]

Print: KATIE PARKER

Its: SR VICE PRESIDENT

Address: 2970 COTTAGE HILL RD, SUITE 190
MOBILE, AL 36606

Telephone: 251-666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby certify that
Katie Parker, whose name as Sr. Vice President of Thompson
Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before
me on this day, that, being informed of these contents of the conveyance, he as such officer and with full
authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 30th day of July, 2025
Stephanie Ivey McAleer
NOTARY PUBLIC

My Commission Expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson, Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

EXHIBIT A: PROJECT LOCATION

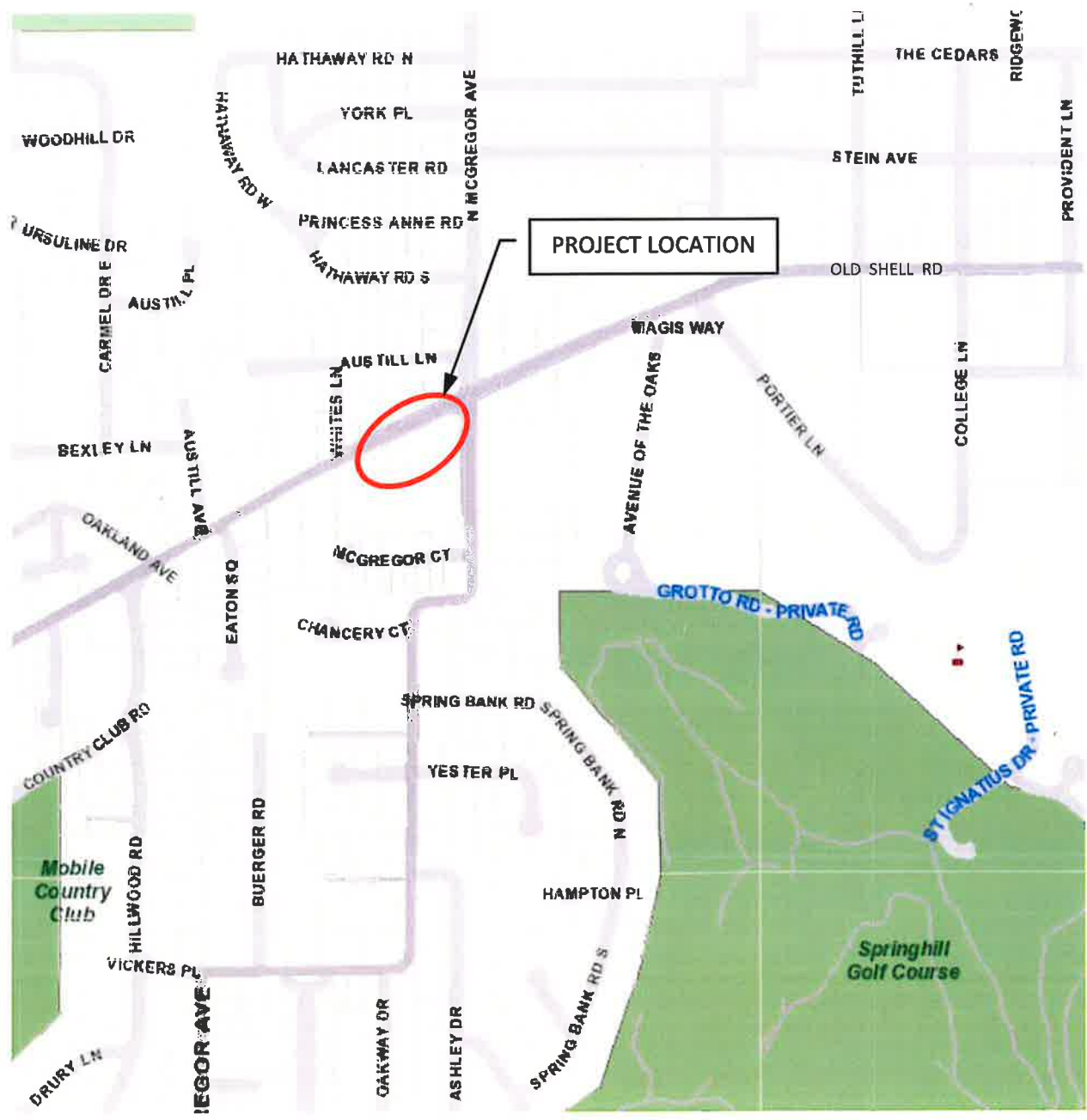


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **OLD SHELL ROAD PEDESTRIAN IMPROVEMENTS (WEST OF CVS), City of Mobile Project No. 2025-3005-21.**

ESTIMAED PROJECT COST - Construction of the PROJECT is estimated to be \$202,000.00 [**Two Hundred Two Thousand Dollars and No Cents**].

ESTIMAED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (construction phase) to be paid the ENGINEER shall not exceed \$35,700.00 [**Thirty-Five Thousand Seven Hundred Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 5

EXHIBIT C: FEE SCHEDULE
ENGINEER'S SUMMARY OF HOURLY RATES



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.

It is not to be reproduced or distributed without prior written approval.

The rates are effective January 1 - December 31, 2025.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2025.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost-plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four-hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$335.00/hr.
Principal Engineer II (code 008)	\$300.00/hr.
Principal Engineer I (code 005)	\$260.00/hr.
Senior Engineer III (code 052)	\$245.00/hr.
Senior Engineer II (code 051)	\$220.00/hr.
Senior Engineer I (code 050)	\$208.00/hr.
Project Engineer III (code 152)	\$175.00/hr.
Project Engineer II (code 151)	\$158.00/hr.
Project Engineer I (code 150)	\$148.00/hr.
Engineering Associate III (code 201)	\$138.00/hr.
Engineering Associate II (code 200)	\$117.00/hr.
Engineering Associate I (code 260)	\$110.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$200.00/hr.
Senior Scientist (code 115)	\$125.00/hr.
Staff Scientist III (code 165)	\$118.00/hr.
Staff Scientist II (code 215)	\$100.00/hr.
Staff Scientist I (code 270)	\$90.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$170.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$114.00/hr.
Designer III (code 654)	\$106.00/hr.
Designer II (code 652)	\$103.00/hr.
Designer I (code 651)	\$85.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$110.00/hr.
Senior Technician (code 506)	\$105.00/hr.
Technician III (code 503)	\$85.00/hr.
Technician II (code 502)	\$82.00/hr.
Technician I (code 501)	\$70.00/hr.

Inspector

Senior Inspector (code 706)	\$110.00/hr.
Inspector II (code 702)	\$105.00/hr.
Inspector I (code 701)	\$75.00/hr.

*Services provided by Watermark Design Group, a wholly owned subsidiary of Thompson Holdings, Inc.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$125.00/hr.
Staff Specialist II (code 351)	\$108.00/hr.
Staff Specialist I (code 271)	\$92.00/hr.
Field Assistant (code 500)	\$70.00/hr.

Project Manager

Principal Project Manager (code 001)	\$280.00/hr.
Senior Project Manager (code 112)	\$235.00/hr.
Project Manager (code 162)	\$190.00/hr.
Project Coordinator II (code 250)	\$120.00/hr.
Project Coordinator I (code 252)	\$95.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$290.00/hr.
Registered Consultant (code 307)	\$190.00/hr.
Senior Consultant (code 313)	\$165.00/hr.
Project Consultant (code 309)	\$155.00/hr.
Staff Consultant II (code 357)	\$150.00/hr.
Staff Consultant I (code 359)	\$105.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$220.00/hr.
Professional Land Surveyor I (code 605)	\$172.00/hr.
Drone Data Processor (code 601)	\$115.00/hr.
Drone Pilot (code 602)	\$115.00/hr.
Surveyor, Party Chief (code 603)	\$115.00/hr.
Surveyor, Instrument Man (code 606)	\$78.00/hr.
Surveyor, Rodman (code 607)	\$67.00/hr.

*Architecture/Landscape Architecture/Planner

Principal Architect (code 549)	\$220.00/hr.
Senior Architect (code 567)	\$190.00/hr.
Project Architect (code 551)	\$170.00/hr.
Interior Designer (code 552)	\$150.00/hr.
Principal Landscape Architect (code 570)	\$218.00/hr.
Senior Landscape Architect (code 571)	\$145.00/hr.
Associate Landscape Architect (code 573)	\$115.00/hr.

Administrative

Documentarian II (code 797)	\$110.00/hr.
Documentarian I (code 798)	\$94.00/hr.
Administrative Assistant II (code 799)	\$87.00/hr.
Administrative Assistant I (code 800)	\$77.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002)	\$0.74/mile
2. 4-Wheel Drive (code A002a).....	\$0.85/mile
<i>Mileage charges apply only to projects more than 20 miles from office.</i>	
3. Boat (includes operator)	Special Quote
4. Per Diem (Meals and Lodging) (code A004)	\$175.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.	
5. Photographs (reproduced within report or at client's request) (code A005).....	\$ 2.60 ea
6. Color Photocopies (code A006)	\$3.15/ea
7. Large Drawing Plots	
Monochrome Linework on bond	\$1.00/Sq. Ft.
• Size D (code A007a)	\$5.19/ea
• Size E (code A007b)	\$10.39/ea
• Long Plot (140x32) (code A007c)	\$31.11/ea
• 2 pc Super Plot (140x60) (code A007d)	\$58.33/ea
• 11x17 Reduction (code A007e).....	\$1.30/ea
• Custom (Glossy 40x28) (code A007f).....	\$38.89/ea
Color Image on plain bond.....	\$6.00/Sq. Ft.
• Size D (code A007g).....	\$31.17/ea
• Size E (code A007h)	\$62.33/ea
• Long Plot (140x32) (code A007i).....	\$186.67/ea
• 2 pc Super Plot (140x60) (code A007j)	\$350.00/ea
• 11x17 Reduction (code A007k).....	\$7.79/ea
• Custom (Glossy 106x36) (code A007m).....	\$185.50/ea
8. Direct non-salary expense	Cost Plus 10%
9. Sub-Contractor markup	Cost Plus 15%

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	\$ 7,100.00
Pre-Bid to Pre-Construction Phase..	\$ 6,900.00
Construction Phase	\$ 16,700.00

<u>Base Contract Amount</u>	<u>\$ 30,700.00</u>
------------------------------------	----------------------------

Additional Services (If requested in writing by the City Engineer).....	\$ 5,000.00
---	-------------

<u>Total Contract Amount including Additional Services</u>	<u>\$ 35,700.00</u>
---	----------------------------

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction, per section III.A.4
- As-built Drawings, including a copy of each ALDOT detail used
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings
- Over run/Under run Report

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:				
INSURED		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL 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 - COMPIOP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE 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 E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Project Name: Project Number: 20xx-3005-xx						
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).						
CERTIFICATE HOLDER			CANCELLATION			
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			

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THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT Rachel Hutto NAME:		
	PHONE (A/C, No, Ext): (334) 386-3608	FAX (A/C, No):	
	E-MAIL ADDRESS: rhutto@turnerfirst.com		
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Co.		16535
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 3534777-03	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: OLD SHELL ROAD PEDESTRIAN IMPROVEMENTS (WEST OF CVS)

PROJECT NO. 2025-3005-21

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 13th St 4th floor Gulfport MS 39501	CONTACT NAME: Patty Savage	
	PHONE (A/C, No, Ext): 8002770856	FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	E-MAIL ADDRESS: Patty_Savage@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Beazley Insurance Company, Inc.	
	INSURER B: Travelers Property Casualty Co of America	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

THOMINC-03

37540

25674

COVERAGES**CERTIFICATE NUMBER:** 1116875369**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:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☐ OWNED AUTOS ONLY						
	☐ HIRED AUTOS ONLY						
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						
B	☒ UMBRELLA LIAB						
	☒ EXCESS LIAB						
	DED ☒ RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Professional Liability			C1D697250901	2/1/2025	2/1/2026	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.
Old Shell Road Pedestrian Improvements; Project No. 2025-3005-21

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/S/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

EXHIBIT G: SUBCONTRACTING PLAN
E-VERIFY AFFIDAVIT,
E-VERIFY MEMORANDUM OF UNDERSTANDING
DBE UTILIZATION REPORT
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Kendall L. Kilpatrick (affiant) who, being duly sworn says as follows:

President/CEO of Thompson Engineering, 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 CEO for Thompson Engineering, 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 Thompson Holdings is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.

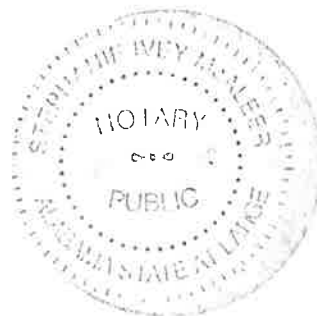
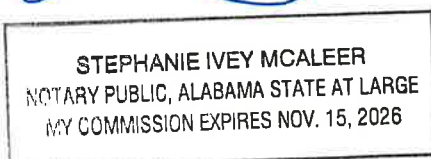
Km L. K

CEO of Thompson Engineering, Inc.

Sworn to and subscribed before me this the 30th day of July, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Stephanie Ivey McAleer
Signature and Seal of Notary Public





City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-21 Current Date 6 / 25 / 25

Project Description OLD SHELL ROAD PEDESTRIAN IMPROVEMENTS (WEST OF CVS)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Waiver requested due to the nature and scope of the work. This is a small engineering contract to finish up partially complete engineering design services and to oversee approx. 250 LF of sidewalk. The tasks are small enough to not warrant the use of sub-consultants.

Contract value = \$35,700.00

John Forrester

Requested By (Department Director)

(Signature) 

251-208-7243

Telephone Number

City Engineer
(Title)

6/25/25
(Date)

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Small Business Development Manager

(Signature)

(Title)

6/27/2025

(Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or

P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE: YES NO		Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:	
This report is for the month of: (CHECK ONE):		JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC		FINAL _____	
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)	
\$	\$	\$	\$		
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.Kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form.

Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archonique.Kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____
Total number of Employees _____	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____



**Contact Office of Small Business
Development for questions on
completing this form.**
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

Description _____ Name of Bidder/Proposer: _____

[illegible]



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

thompson

HOLDINGS



BOARD OF DIRECTORS

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May 19, 2022

To Whom It May Concern,

Thompson Inc., registered in Alabama as Thompson Holdings, Inc. is the holding company and owns all of the Shares of Thompson Engineering, Inc. The E-verify MOU has been executed by Thompson Holdings as a consolidated filing for Thompson Engineering, Inc., a wholly owned subsidiary and the parent/holding company filing is consistent with filing of the EEO-1, benefits program and 5500 reports consolidated and filed at the holding company level.

I am the Secretary and CLO of both Thompson Holdings and Thompson Engineering, Inc.

Please contact me should you wish to discuss.

Sincerely

A handwritten signature in blue ink, appearing to be "CRB", written over a horizontal line.

Chad R. Brown, Esq.
Chief Legal Officer and Secretary

CRB/deg

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the 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.

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. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall 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 E-Verify Employer Agent.
4. 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 1-888-464-4218.
 - 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 I-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.

5. 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.

6. 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 5 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.
7. 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.
8. 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.
9. The Employer must use E-Verify (through its 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.
10. 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.
11. 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).

12. 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).
13. The Employer agrees that it will use the information it receives from E-Verify (through its 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 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 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 a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA 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.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The 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 E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The 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.

3. The 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.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent 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 any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The 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.
6. The 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.
7. The 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.
8. The 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.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The 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 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 E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The 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 E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The 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 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.
15. The 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 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 E-Verify Employer Agent services and any claim to that effect is false.
16. The 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.

17. The 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 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.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the 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 E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the 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. HS 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 for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (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.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Thompson Holdings, Inc	
Name (Please Type or Print)	Title
Chad Brown	
Signature	Date
Electronically Signed	July 03, 2019
E-Verify Employer Agent	
Paylocity Corporation	
Name (Please Type or Print)	Title
Chacyra Lloyd	
Signature	Date
Electronically Signed	July 03, 2019
Department of Homeland Security - Verification Division	
Name	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	July 03, 2019

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Company ID Number:571783

Client Company ID Number:1426448

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Company ID Number:571783

Client Company ID Number:1426448

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com



Alabama Secretary of State



Thompson Engineering, Inc.	
Entity ID Number	000-018-442
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	11/21/1958
Registered Agent Name	BAKER, JOHN H III
Registered Office Street Address	2970 COTTAGE HILL RD STE 190 MOBILE, AL 36606
Registered Office Mailing Address	Not Provided
Nature of Business	COMMERCIAL TESTING LABORATORY & ENGINEERING
Capital Authorized	\$2,000
Capital Paid In	\$20,000
Incorporators	
Incorporator Name	THOMPSON, VESTER J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WARREN, EDWIN L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	THOMPSON, KATHERINE S
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001

Thompson Engineering, Inc.			
	2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2018 2019 2020 2021 2022 2023 2024		
Transactions			
Transaction Date	04/08/1976		
Capital Amounts Changed From	\$20,000 Authorized \$20,000 Paid In		
Transaction Date	01/07/1977		
Capital Amounts Changed From	\$21,506.25 Authorized \$20,000 Paid In		
Transaction Date	06/05/1979		
Capital Amounts Changed From	\$22,100 Authorized \$20,000 Paid In		
Transaction Date	12/29/1983		
Legal Name Changed From	Vester J. Thompson, Jr., Inc.		
Transaction Date	06/26/1992		
Miscellaneous Filing Entry	AMENDED AND RESTATED ARTICLES		
Transaction Date	09/27/1994		
Articles Of Corrections	CORRECTING THE STOCK		
Transaction Date	07/26/1996		
Capital Amounts Changed From	\$22,606.25 Authorized \$20,000 Paid In		
Transaction Date	07/26/1996		
Miscellaneous Filing Entry	AMENDMENT FILED		
Transaction Date	08/06/2003		
Legal Name Changed From	Thompson Engineering Testing, Inc.		
Transaction Date	04/16/2007		
Registered Agent Changed From	* Added		
Scanned Documents			
Release Document Copies			
Document Date / Type / Pages	12/29/1983	Legal Name Change	6 pgs.
Document Date / Type / Pages	06/26/1992	Miscellaneous Entry	15 pgs.

Thompson Engineering, Inc.			
Document Date / Type / Pages	09/27/1994	Articles of Correction	5 pgs.
Document Date / Type / Pages	07/26/1996	Capital Amounts Change	19 pgs.
Document Date / Type / Pages	08/06/2003	Legal Name Change	3 pgs.
Document Date / Type / Pages	04/16/2007	Registered Agent Change	1 pg.

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CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5459



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Southern Earth Sciences, Inc. for professional services.

Amount of Contract:

\$68,745.00

Funding Source

C0521

ATTACHMENTS:

1. 2025-3005-25 Annual Landfill Sampling Requirements Bates and Hickory (Southern Earth Sciences, Inc.)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill (D2&7) COM Project# 2025-3005-25

PROJECT #: C0521 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Groundwater monitoring Bates and Hickory Street Landfills

CONTRACT AMOUNT: \$68,745.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Brian Mabry Date 7/29/2025

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers William Carroll and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and
between the City of Mobile and the company listed below, for work as outlined in the
contract attached hereto and made a part hereof as set forth in full, subject to the company
signing the contract and furnishing the required bonds and insurance. A copy of said
executed contract will be on file in the office of the City Clerk.

Name of Company: Southern Earth Sciences, Inc.

Project Name: Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory
Street Landfill (D2,D7)
Project No. 2025-3005-25

Estimated Cost: \$68,745.00

Adopted:

City Clerk

**AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This **Agreement** made and entered into this _____,
20____ (effective date).

BETWEEN the **Owner:** CITY OF MOBILE (*hereinafter "Owner"*)
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the **Consultant:** Southern Earth Sciences, Inc. (*hereinafter "Consultant"*)
5640 Rangeline Road
Mobile, AL 36619

City of Mobile Business License No.: # 441470 & 99489

Secretary of State Registration No.: # 42-119

For the following Project: 2025-3005-25 Annual Landfill sampling requirements
for Bates C&D Landfill and Hickory Street Landfill
(D2,D7)

Project Number: 2025-3005-25

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

- 1.1 The Consultant's services shall consist of those described herewith for a contract sum of Sixty-Eight Thousand Seven Hundred Forty-Five and 00/100 Dollars (\$68,745.00).
- 1.2 The Consultant's services shall not exceed Sixty-Eight Thousand Seven Hundred Forty-Five and 00/100 Dollars (\$68,745.00).
- 1.3 The Consultant's services shall be as stated in the attached Proposal for Annual Landfill Sampling Requirements as accepted by the City of Mobile and dated March 31, 2025.
- 1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.0 Term of Agreement

- 2.1** The term of this Agreement is ONE YEAR and shall renew for up to two additional one-year periods upon the written request of the City. The price of the contract for a renewal period may be decreased or increased by agreement of the parties to appropriately represent the shift, if any, in the Scope of Work from the Contractor to the City.

3.0 OWNER'S REPRESENTATIVE

- 3.1** The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Director of Engineering - Environmental or the Director's designated representative.

3.2 CONSULTANT IN CHARGE

Individual: Eric Guarino, PG
Firm Name: Southern Earth Sciences, Inc.
Address: 5640 Rangeline Road
Mobile, AL 36619
Phone Number: 251-344-7711

3.0 GENERAL REQUIREMENTS

- 3.1** The Consultant shall perform bi-annual groundwater sampling, and statistical evaluations and prepare groundwater monitoring reports for both Bates C&D Landfill and Hickory Street Landfill. The Consultant will also perform annual explosive gas monitoring and provide a written report for Bates C&D Landfill. The Contractor will submit these reports to the City of Mobile within 30 days of receipt of analytical results.

Bi-annual groundwater sampling will occur in March and September unless directed otherwise by the ADEM.

The Consultant's duties are more fully described in Attachment A, a copy of which is attached hereto and incorporated by reference herein as a part hereof.

- 3.2** The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

- 3.3** This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.
- 3.4** Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.
- 3.5** The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.
- 3.6** Payment will be made to the Consultant upon completion of the Work, as specified in the Proposal.

4.0 INDEMNITY AND STANDARD OF PERFORMANCE.

- 4.1** The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by Consultant any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Consultant or the Consultant's agent, or other entity for which Consultant is legally liable. Consultant 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 Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant 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 Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.
- 4.2** Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and

professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

5.0 CONTRACT DOCUMENTS

5.1 The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement) – 7 Pages
2. Consultant Proposal, dated March 31, 2025 – 7 Pages
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

5.2 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 Mobile, Alabama.

6.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

7.0 ANTI-DISCRIMINATION

Consultant 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.

8.0 IMMIGRATION LAW

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

9.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES:

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

10.0 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by the Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

11.0 Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

12.0 The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

13.0 The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

14.0 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

- 14.1** All notices of cancellation, requests, demands or other communications to Consultant shall be in writing and duly delivered to the following address for Consultant:

Southern Earth Sciences, Inc.
5640 Rangeline Road
Mobile, AL 36619

- 15.0** Consultant's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Consultant and to sufficiently legally bind Consultant to perform its obligations hereunder.

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

CONSULTANT: Southern Earth Sciences, Inc.

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Lewis Copeland Jr, President
Printed Name and Title

(Corporate Seal if applicable)



ATTEST:

City Clerk

Exhibit 1
Insurance Requirements

**City of Mobile Insurance Requirements
Contractor**

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

B. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

C. Comprehensive General Liability Insurance:

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

D. Automobile Liability Insurance:

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

E. Excess/Umbrella Liability Insurance:

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

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).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's 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.

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.

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.



SOUTEAR-02

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT Rachel Hutto

NAME:

PHONE (A/C, No, Ext): (334) 244-0004

FAX (A/C, No):

E-MAIL: rhutto@turnerfirst.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Co.

16535

INSURER B : Steadfast Insurance Company

26387

INSURER C : Lexington Insurance Company

19437

INSURER D :

INSURER E :

INSURER F :

INSURED

Southern Earth Sciences, Inc.
6352 Piccadilly Square Dr
Mobile, AL 36609

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		GLO593900113	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY						
	☒ ANY AUTO OWNED AUTOS ONLY	X		BAP593900213	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB						
	☒ EXCESS LIAB			SXS077476902	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE	X					AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 0						\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC593900013	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Professional Liabili			015136470	2/1/2025	2/1/2026	Per Claim/ Agg. \$ 3,000,000
C	☒ Pollution Incident			015136470	2/1/2025	2/1/2026	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Semi Annual Groundwater Monitoring/Statistical Evaluation Reporting and Explosive Gas Monitoring Report for Hickory Street and Bates Landfill.

City of Mobile is named additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 day notice of cancellation applies

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
205 Government Street
Mobile, AL 36644-1300

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



March 31, 2025

Mr. Brian Mabry
The City of Mobile
205 Government Street
Mobile, Alabama 36644

RE: Proposal for Annual Landfill Sampling Requirements
Bates Field & Hickory Street Landfills
Mobile, Alabama
SESI Proposal No.: XM24-082 2025

Dear Mr. Mabry:

Southern Earth Sciences, Inc. (SESI) appreciates the opportunity to submit this fee proposal to perform Annual Landfill Sampling for the above referenced projects.

SCOPE OF SERVICES

Bates Field

A groundwater sample will be collected from each of the eight on site wells, a duplicate, an surface waters within the landfill permit two times per year for Statistical Analyses. The wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for volatiles via EPA Method 8260.

Explosive gas readings will be measured annually in twenty-seven on-site gas monitoring points at the facility. Gas measurements will be made with an explosive gas meter to measure the lower explosive limit which will be calibrated prior to sampling. Should readings exceed 5% explosive gas in air (100% of the LEL for methane), "step out" readings will be taken.

Bates & Hickory Street Landfills SESI Proposal XM24-082 2025

Hickory Street

A groundwater sample will be collected from each of the three on site wells and two surface water samples plus a duplicate within the landfill permit two times per year for Statistical Analyses. The wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for volatiles via EPA Method 8260.

ESTIMATED FEES FOR SERVICES

Based on the scope for **Bates Field**, we would estimate the fees for this project to be approximately \$20,705.00 per event for statistical analyses plus an approximately \$1,395.00 for the explosive gas sampling and reporting for a combined annual total of \$42,805.00. The cost breakdown per event is listed below:

Statistical Analyses

Professional Geologist	\$125/ 8 Hours	\$1,000.00
Staff Geologist (Reporting)	\$100/ 24 Hours	\$2,400.00
Technician (Fieldwork)	\$65/ 36 Hours	\$2,340.00
Laboratory Cost	Estimated	\$14,765.00
Equipment/Supplies	Lump Sum	\$200.00

Explosive Gas Monitoring

Professional Geologist	\$125/ 1 Hours	\$125.00
Staff Geologist (Reporting)	\$100/ 5.5 Hours	\$550.00
Technician (Fieldwork)	\$65/ 8 Hours	\$520.00
Equipment/Supplies	Lump Sum	\$200.00

Based on the scope for **Hickory Street**, we would estimate the fees for this project to be approximately \$12,970.00 per event or \$25,940.00 per year.

Statistical Analyses

Professional Geologist	\$125/ 8 Hours	\$1,000.00
Staff Geologist (Reporting)	\$100/ 16 Hours	\$1,600.00
Technician (Fieldwork)	\$65/ 16 Hours	\$1,040.00
Laboratory Cost	Estimated	\$9,130.00
Equipment/Supplies	Lump Sum	\$200.00

**Bates & Hickory Street Landfills
SESI Proposal XM24-082 2025**

Attached are our Terms & Conditions, which should be considered an integral part of our estimate. Please execute the enclosed **WORK AUTHORIZATION SHEET** and return a copy to us. Your signature will formally authorize us to proceed with the scope of work discussed and will aid us in invoicing.

We appreciate the opportunity to submit this proposal. Should you have any questions, you may reach the undersigned at 251-445-4379 or via electronic mail to sguarino@soearth.com.

SOUTHERN EARTH SCIENCES, INC.

Sincerely,



Stacey Guarino
Project Scientist

SG/eag

ALABAMA**CORPORATE OFFICE**

P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE

5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE

1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE

105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA**DESTIN OFFICE**

150 Industrial Park Road
Suite 6
Destin, FL 32541
Ph: 850-837-9966
Fax: 850-837-9967

PANAMA CITY OFFICE

7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773
Fax: 850-872-9967

PENSACOLA OFFICE

707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE

3642 Peddie Drive
Tallahassee, FL 32603
Ph: 850-576-4652
Fax: 850-576-4710

LOUISIANA**BATON ROUGE OFFICE**

11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE

1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE

725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618



**SOUTHERN
EARTH SCIENCES**

Geotechnical | Environmental | Materials Testing

WORK AUTHORIZATION SHEET

Billing Name	City of Mobile		
Address	205 Government Street		
City	Mobile	State AL	Zip 36644
Phone	251.208.7529	Cell	Fax
email	brian.mabry@cityofmobile.org		
Project Name	Bates & Hickory Street Landfills		
Proposal Number	XM24-082 2025	Project Location Mobile, AL	
Additional Reports			
Address			
City		State	Zip
Phone		Cell	Fax
email			

Attached are our Terms & Conditions, which are adopted as part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and returning a copy to us.

Prepared by:

Southern Earth Sciences, Inc.

March 31, 2025

Date

Stacey Guarino

Print or Type Name of Representative

Authorized by:

Signature of Client Representative

Date

Print or Type Name of Representative

TERMS AND CONDITIONS

Project: Bates & Hickory Street Landfills

Client: City of Mobile

Proposal No: XM24-082 2025

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and SESI's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SESI harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SESI of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees and sub-contractors of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all

reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SESI does not make nor imply any warranty of fitness for a particular purpose by entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SESI will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SESI by the client; however, SESI shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SESI by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SESI's potential for human error. For additional consideration of \$10.00, receipt of which is hereby acknowledged, the client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$50,000.00 or SESI's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SESI agrees to increase the aggregate limit to a maximum of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SESI's total charges, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SESI and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SESI exceed the amount of its applicable insurance coverage for the type claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SESI and their officers, employees, agents, affiliates and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SESI as third-party defendants.

8.3 Both the client and SESI agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SESI, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SESI, except in cases of SESI's sole negligence, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SESI resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SESI, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SESI defend SESI, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SESI is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies and holds harmless SESI from any and all claims, loss or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SESI, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 -

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety. Client hereby authorizes SESI to take those immediate measures and client agrees to pay for or reimburse SESI for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SESI harmless for any or all consequences of disclosure made by SESI which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SESI, and to the maximum extent permitted by the law, agrees to defend, indemnify, and save SESI harmless from any claim, liability, and/or defense costs for injury or loss arising from SESI's discovery of

unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.

SCHEDULE OF FEES

I. FIELD INVESTIGATION

Soil Test Borings

MOBILIZATION AND DEMOBILIZATION

\$500.00 L.S. plus \$5.00 /Mile over 100 miles (Portal to Portal)

Soil Test Borings by ASTM D 1586 with Standard Penetration Test intervals of five feet in soil.

From surface to 50 feet	\$ 15.00/L.F.
50 to 75 feet	\$ 17.00/L.F.
75 to 100 feet	\$ 19.00/L.F.
100 to 150 feet	\$ 21.50/L.F.
From 150 feet	Special Quote
Standard Penetration Tests (SPT) in excess of one every five feet	\$15.00/test
CASING	\$6.00/L.F.
STANDPIPE PIEZOMETER (1 inch)	\$20.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	\$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	\$50.00/each
SHELBY TUBE SAMPLES (ASTM587)	\$75.00/each
SOIL BORINGS USING MANUAL EQUIPMENT	\$2500.00/day

Other Charges

DIFFICULT MOVING OR ACCESS	\$350.00/hour
TEST LOCATION SET-UP	\$350.00/hour
STAND-BY	\$250.00/hour
LODGING AND SUBSISTENCE (per crew member)	\$250.00/man/day
EQUIPMENT RENTAL	Cost + 15%
DOUBLE RING INFILTRMETER TEST (ASTM D3385 – at existing grade)	\$2,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	\$2,500.00/each
SUCONTRACT UTILITY LOCATION SERVICES	\$2,500.00/day
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (SES Barge or Sub Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote
SUBCONTRACT SERVICES	Cost + 15%

SCHEDULE OF GEOTECHNICAL AND CMT FEES

Effective June 1, 2023

Cone Penetrometer Testing (CPT)

MOBILIZATION AND DEMOBILIZATION

\$500.00 L.S. plus \$5.00 /Mile over 100 miles (Portal to Portal)

Cone Penetrometer Soundings using truck-mounted equipment in accordance with ASTM D 5778. Soil Test Borings using track-mounted equipment in areas not accessible to truck rig, **add \$1.00 to the rates below.**

CPTu SOUNDINGS per ASTM D5778	\$11.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	\$20.00/L.F.
CASING	\$7.00/L.F.
SET-UP PER LOCATION	\$75.00/each
EXCESSIVE MOVING (track rig)	\$450.00/hour
CPT DAY RATE	\$4,000.00/day
CPT GROUTING (full depth bentonite/cement grout)	\$7.00/L.F.
CPT GROUTING (bentonite pellet to cave in depth)	\$50.00/each
STAND-BY (including dissipation testing)	\$300.00/hour
REPORTING (CPT Log Drafting and Transmittal)	\$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at \$0.585/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	\$65.00/hour
OVERTIME RATE	\$81.25/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	\$90.00/hour
FULL-TIME DAILY RATE	\$585.00/day
FULL-TIME DAILY RATE w/ IBC Special Inspections	\$800.00/day
FULL-TIME MONTHLY RATE	\$12,000.00/month
HALF-TIME MONTHLY RATE	\$6,500.00/month
FULL-TIME MONTHLY RATE w/ IBC Special Inspections	\$16,000.00/month
HALF-TIME MONTHLY RATE w/ IBC Special Inspections	\$8,500.00/month

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

*Monthly rates include engineering review, reporting and travel.

SCHEDULE OF GEOTECHNICAL AND CMT FEES

Effective June 1, 2023

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		\$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		\$150.00/each
Aggregate Bases	Add	\$250.00/each
Heavy Clay Soils	Add	\$250.00/each
SOIL/BASE CLASSIFICATION		\$100.00/each
Aggregate Bases	Add	\$75.00/each
CURING & TESTING CONCRETE CYLINDERS (SESI Made Samples)		\$60.00/Set of 4 \$75.00/Set of 5 \$90.00/Set of 6
CURING & TESTING CONCRETE CYLINDERS (Contractor/Client Made Samples Delivered to Lab)		\$25.00/each
SUBCONTRACT SERVICES		Cost + 15%

IV. PILE TESTING SERVICES

STATIC PILE LOAD TEST (Compression, Tension, Lateral) *Piling contractor to provide ram, jack, operator and reaction frame.		\$2000.00 /each
HIGH STRAIN DYNAMIC TESTING (PDA)		
Data Acquisition		\$2,500.00/Per Trip
Reporting & CAPWAP Analysis		\$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)		
Data Acquisition (up to 10 piles)		\$2,500.00/day
Reporting & Analysis		\$500.00 ls + \$75.00/pile
Thermal Integrity Testing (TIP) of Auger-Cast Piles and Drilled Shafts		
Data Acquisition (for instrument and/or tech)		\$1,200.00/day
Reporting & Analysis		\$500.00 ls + \$75.00/pile
Thermal Instrumented Wires (add 5 ft to length of pile)		\$7.50/ft

V. LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	\$75.00/each
MOISTURE CONTENT (ASTM D 2216)	\$10.00/each
SPECIFIC GRAVITY (ASTM D 854)	\$75.00/each
GRAIN SIZE ANALYSIS (Soils)	\$45.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	\$90.00/each
NO. 200 WASH	\$30.00/each
AASHTO SOIL CLASSIFICATION TESTING	\$100.00/each
ORGANIC CONTENT	\$30.00/each
UNIT WEIGHT (Wet or Dry)	\$20.00/each
UNDISTURBED SAMPLE PREPARATION	\$25.00/each



SCHEDULE OF GEOTECHNICAL AND CMT FEES
Effective June 1, 2023

UNCONFINED COMPRESSION TESTS (ASTM D 2116)	
With Stress-Strain Curve	\$75.00/each
With Compressive Strength only	\$50.00/each
REMOLD SAMPLE (to testing add)	\$25.00/each
DIRECT SHEAR TEST	Special Quote
SWELL TEST	\$300.00/each
CONSOLIDATION TEST	\$300.00/each
CALIFORNIA BEARING RATIO	\$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	\$200.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	\$75.00/each
Falling Head (Rigid Wall)	\$95.00/each
Constant Head (Flexible Wall)	\$325.00/each
SPECIAL HANDLING HAZARDOUS WASTE SOIL SAMPLES	Special Quote
PERMEABILITY (HAZARDOUS PERMEANTS)	Special Quote

VI. ENGINEERING AND ENVIRONMENTAL SERVICES

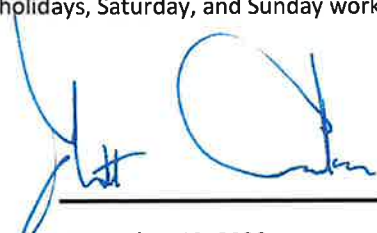
Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings and consultation as pertained to the practice of geotechnical engineering, environmental consultation or construction testing. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER/GEOLOGIST	\$125.00/hour
PROFESSIONAL ENGINEER/GEOLOGIST	\$150.00/hour
SENIOR PROFESSIONAL ENGINEER	\$175.00/hour
PRINCIPAL ENGINEER	\$225.00/hour
DRAFTSMAN (regular time)	\$75.00/hour
SECRETARIAL SERVICES (regular time)	\$65.00/hour

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of \$0.575 per mile. Over eight hours per day, holidays, Saturday, and Sunday work will be charged at the standard rates times 1.50.

PREPARED BY:

DATE:



November 13, 2023



Company ID Number: 417738

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Southern Earth Sciences, Inc
Company Facility Address	6352 Piccadilly Square Drive Mobile, AL 36609
Company Alternate Address	PO Box 160745 Mobile, AL 36616
County or Parish	MOBILE
Employer Identification Number	630710398
North American Industry Classification Systems Code	541
Parent Company	Southern Earth Sciences, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	5

Company ID Number: 417738

Approved by:

Employer Southern Earth Sciences, Inc	
Name (Please Type or Print) Cindy M Giddens	Title
Signature Electronically Signed	Date 05/25/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/25/2011



City of Mobile

Office of Supplier Diversity

Request for Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at: <https://cityofmobile.sharepoint.com/sites/COMPortal>.

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

**This form should be completed by the City department requesting a waiver.
Upon completion, submit the form to the Office of Supplier Diversity
by email at officeofsupplierdiversity@cityofmobile.org.**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other#

2025-3005-25

Current Date 06 / 09 / 25

Project Description: Annual Sampling requirements for Bates C&D landfill and Hickory Street landfill (D2,D7)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

(Please attach supporting documentation, including DBE Compliance Form 2 - GFE Documentation!)

Southern Earth Sciences (SESI) is a small business enterprise that has been conducting landfill sampling operations, as well as analyzing statistical data in the form
of a report for the City's closed landfills for some years. The sampling of these wells takes a small amount of time and does not warrant the use of a
subcontractor. Also, due to the lack of DBE contractors in this field, it is not a task that can be subcontracted. The nature of this work (sampling and
statistical analysis) is highly specialized geological work that is required to keep the city compliant with its ADEM permit for its closed landfills.
Unfortunately, due to the specialized nature of the work, there is not a DBE that can partner with SESI. We request a DBE waiver to continue to achieve
regulatory compliance with its knowledgeable consultant.

John Forrester

Requested By (Department Director)


(Signature)

City Engineer

(Title)

6/9/25

(Date)

(251)280-7243

Telephone Number

Forresterj@cityofmobile.org

Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Small Business Development Manager 7/22/2024

(Title)

(Date)

Approved By (CAO)



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Southern Earth Sciences, Inc.

Name of Bidder:

Contact Person: Eric Guarino

Phone 251-344-7711

Email eguarino@soearth.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☒	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		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.
		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 on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		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.



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, 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.

Please indicate if any of the following applied:

☒ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

☐ 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. _____

Suggestions or comments to improve this program. _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 12, 2025

Submitted by:

Robert Lasky, Executive Director of Public Safety

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-FY25 Port Security Grant

REVIEWERS:

Kelsi Tippery
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) grant assistance in the amount of \$2,935,000.00 in support of the FY25 Port Security Grant Program.

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 Department of Homeland Security. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 25% matching funds in the amount of \$733,750.00 in the event this grant is received in full.

Adopted:

City Clerk