



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 19, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Bobby Brown, Public Safet Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 12, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Charlotte Ingram for a waiver of the Noise Ordinance at Cathedral Square on August 24, 2025, from 1:30 p.m. - 8:00 p.m. (District 2).

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street on October 26, 2025, from 11:00 a.m. - 5:30 p.m. (District 2).

Request of Stand Up Mobile for a waiver of the Noise Ordinance at 714 Savannah Street on August 26, 2025, from 3:00 p.m. - 7:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 4154 and 4164 Moffett Road from B-2 to I-1 (District 1).

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 685 Schillinger Road South (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Robert Clopton - how the WAVE Transit affects a key constituency.

Dr. David Blair - provide information on the 251 Frontline Initiative which proactively addresses suicide ideation.

Carrie Coats - present "Thank you" certificates to the Council and Mayor for supporting the 20th Annual Unit Walk.

Janice Robinson - safety concerns about traffic on her street.

12. CIP RESOLUTIONS HELD OVER

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.).

13. CONSENT RESOLUTIONS HELD OVER

40-828 Declare the structures at 4000-4016 Seabreeze Road North, 351-359 Seabreeze Road East, 300-322 Seabreeze Court, and 3980 Cresthaven Road public nuisances and order them secured/demolished (sponsored by Councilmember Daves).

14. RESOLUTIONS HELD OVER

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).

08-1068 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.).

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.).

21-1077 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.).

15. ORDINANCES BEING INTRODUCED

64-043 Consider rezoning property located at 4154 and 4164 Moffett Road from B-2 to I-1 (sponsored by Councilmember Penn).

64-044 Consider the proposed modification of a previously approved Planned Unit Development for property located at 685 Schillinger Road South (sponsored by Councilmember Woods).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-1079 Recommend approval to the ABC Board for issuance of a Special Retail, more than 30 days, License to Bay Gourmet; 653 St. Louis Street (sponsored by Councilmember Carroll).

37-1080 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to The Gentlemen's Corner Nail and Spa Salon (sponsored by Councilmember Woods).

58-1081 Authorize removal of weeds, Weed Lien Group 1666.

58-1082 Assess costs for removal of weeds, Repeat Weed Lien Group 88.

58-1083 Assess costs for removal of weeds, Repeat Weed Lien Group 91.

58-1084 Assess costs for removal of weeds, Weed Lien Group 1665.

60-1085 Approve award of special bonus to the Firefighter of the Month; Mobley (sponsored by Mayor Stimpson) (submitted by Interim Chief Barry Glisson, MFRD).

37-1114 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Poinse Bar and Lounge; 1441 Navco Road (sponsored by Councilmember Small).

60-1113 Determine an appropriation to P.L. Wilson Detachment, 447 Marine Corp League serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

08-1086 Approve purchase order to Trantex Transportation Products of Texas, Inc. for traffic cushions for Traffic Eng. Dept.; \$45,786.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1087 Authorize contract with Bagby & Russell Electrical Company, Inc. for Airport Blvd. Congestion Management Project signal upgrades; \$1,610,025.30 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-1088 Authorize contract Neel-Schaffer, Inc. for Intersection Improvements- Congestion Management on Airport Blvd.; \$136,130.78 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-1089 Authorize contract with J. Hunt Enterprises General Contractors, LLC for Tricentennial Park - Site Improvements; \$832,165.90 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-1090 Authorize Inter-governmental Agreement with Mobile County Commission for renovation of the Vernon Crawford Law Office (sponsored by Councilmember Carroll) (submitted by Paul Carbo, Council Attorney).

01-1091 Authorize Addendum to the NEXGEN Asset Management Software License

Agreement for software products and services; \$150,050.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

08-1092 Approve purchase order to Carahsoft for renewal of 365 cloud backup services for MIT; \$39,493.44 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1093 Approve purchase order to CDW Government, LLC for subscription for malware and network security software and services for MIT; \$73,050.81 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1094 Approve purchase order to Environmental Systems Research Institute, Inc. for subscription for consulting and training services; \$78,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1095 Approve purchase order to Joe Bullard Chevrolet for 2 Chevrolet Silverado pickup trucks for Animal Services; \$120,848.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1096 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 3 Ford Bronco Sport SUVs for Revenue Dept.; \$92,935.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1097 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 2 Ford Transit Vans for MFRD; \$117,307.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1098 Approve purchase order to McSweeney Auto Group Clanton, LLC for 6 Chevrolet Express Vans for Motor Pool; \$259,520.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1099 Approve purchase order to Mohawk Carpet Distribution, LLC for new flooring for Historic Department at 200 Government Street; \$15,662.74 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1100 Approve purchase order to Savant Learning Systems, d/b/a Virtual Academy, for subscription for renewal of police officer virtual training courses and support services for MPD; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1101 Approve purchase order to SHI International Corp. for subscription renewal for Microsoft SQL Server software for MIT; \$17,056.80 (sponsored by Mayor

Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1102 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 pickup truck for MIT; \$39,610.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1103 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford Explorer SUVs for MIT; \$77,186.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1104 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford F150 pickup trucks for Urban Forestry; \$86,754.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1105 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford Explorer SUVs for Motor Pool; \$81,026.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1106 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F250 pickup truck for Public Services; \$48,082.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1107 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford Explorer SUVs for MFRD; \$76,908.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1108 Approve purchase order to Stivers Ford Lincoln, Inc. for 4 Maverick pickup trucks for Public Services; \$125,036.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1109 Approve purchase order to Stivers Ford Lincoln, Inc. for 5 Ford F150 pickup trucks for Motor Pool; \$226,545.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1110 Approve purchase order to Tarkett USA, Inc. for replacement flooring for 2900 Dauphin Street; \$31,332.19 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

50-1111 Authorize issuance of Municipal Sales and Use Tax Exemption Certificate for the Mobile River Bridge and Bayway project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

45-1112 Accept naming of streets in Anglebrook subdivision right-of-way; (sponsored by Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

19. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Charlotte Ingram
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 422-8206

Organization (if applicable) _____

Mailing Address of Applicant 1165 Texas Street Mobile, AL 36604

Telephone No. (251) 422-8206 E-mail address ingramtordistrict2@gmail.com

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: 08/24/25 Starting Time: 11:30pm Ending Time 8:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Event

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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.

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Name of Applicant: Gary S Constantine

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-421-2601

Organization (if applicable) OOMs

Mailing Address of Applicant 12359 County Road 1, Fairhope AL 36532

Telephone No. 251-421-2601 E-mail Address_gary.constantine@evident.com

Location or address of event where amplification will be used:

254 St. Anthony Street Mobile, AL.

Date of Event: **Sunday October 26th, 2025** Starting Time: **1100CST** Ending Time: **1730CST**

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

Type of Event: Mardi Gras 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

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: Beverly Cooper

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514215072 Cell Number: 2514215072

Organization (if applicable) Stand Up Mobile

Mailing Address of Applicant 1208 Palmetto St Mobile, AL 36604

Telephone No. 2514215072 E-mail address bcae@comcast.net

Location or address of event where amplification will be used:

714 Savannah St, Mobile, AL 36602

Date of Event: 8-26-2025 Starting Time: 3pm Ending Time 7pm

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

Type of Event: voter rally & block party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4154 and 4164 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 15, 2025**, a public hearing will be held on the **19th** day of **August**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 4154 and 4164 Moffett Road from B-2, Neighborhood Business Suburban District, to I-1, Light Industry District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

LOT 1, WOLF RIDGE COMMERCIAL PARK, AS RECORDED IN MAP BOOK 112 PAGE 120, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-2, Neighborhood Business Suburban District, to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an I-1, Light Industry District, until the condition set forth below has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of August, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 23rd day of July, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4154 & 4164 Moffett Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in I-1 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in I-1 districts until the following condition has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

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

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

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

LOT 1, WOLF RIDGE COMMERCIAL PARK, AS RECORDED IN MAP BOOK 112 PAGE 120, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **I-1, Light Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **I-1, Light Industry District**, until the condition set forth below has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Kari Givens, Byrd Surveying, Inc.
4154 & 4164 Moffett Road
Council District 1
Cory Penn



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

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

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 12, 2025, considered the request of **Kari Givens, Byrd Surveying, Inc.**, for a change in zoning from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**, for the property located at **4154 & 4164 Moffett Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council to Rezone the site to I-1, with the following condition:

1. Full compliance with all other municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 13, 2025

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 4154 & 4164 Moffett Road
ZON-UDC-003351-2025
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).

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

At its meeting on June 12, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **I-1, Light Industry District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **I-1, Light Industry District**, to the City Council, subject to the following condition(s):

1. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003351-2025 4154 & 4164 Moffett Road
June 13, 2025

The advertising fee for this application is based on the current legal description is **\$268.66**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

May 21, 2025

PUBLIC HEARING NOTICE



Re: 4154 & 4164 Moffett Road
ZON-UDC-003351-2025
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, June 12, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, June 11, 2025, to allow adequate time for the Commission members to review the information.

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



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023

	Owner	Design Professional
Name:		
Firm:	MOJO PARTNERSHIP	
Phone:		
Email:		
Address:	3378 MOFFETT ROAD, MOBILE, 36607	

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

4154 & 4164 MOFFETT ROAD	1.90 ACRES
Property Address	Property Area (acres or square feet)
KEY #00436932	
Parcel Number(s) or Key Number(s)	
B-2	I-1
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

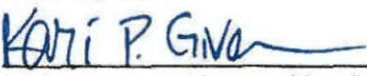
This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	5/7/2025
Owner Signature	Date
	3/28/2025
Applicant or Agent Signature (if applicable)	Date

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

	3/28/2025
Applicant or Agent Signature	Date

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

THERE ARE MULTIPLE BUSINESS CLASSIFICATIONS IN THIS AREA AND THE FLUM IS FOR A MIXED COMMERCIAL CORRIDOR.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

I-1

Requested Zoning

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

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

THIS PROPERTY HAS BEEN VACANT FOR A LONG TIME. DEVELOPMENT WILL CREATE ACTIVITY IN THIS LOCATION THAT WILL HELP PREVENT VANDALISM AND THEFT.

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

THE PROPERTY HAS BEEN FOR SALE WITH NO INTEREST IN DEVELOPING IN THE CURRENT B-2 ZONE CLASSIFICATION. THERE IS ALSO A VACANT RESTUARANT IN THE AREA THAT HAS BEEN FOR SALE. NEW DEVELOPMENT IN THIS AREA IS NEEDED.

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B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

THERE HAS NOT BEEN ANY DEVELOPMENT IN THIS AREA FOR MANY YEARS.

2. Describe the surrounding land uses.

TO THE NORTH IS A MAUSELEUM CEMETERY, TO THE EAST IS SEVERAL OLDER RESIDENCES, AUTO TITLE STORE, PAWN SHOP. TO THE SOUTH IS A VACANT RESTAURANT, OLDER OFFICE BUILDING WITH ONLY A FEW TENANTS, HOUSE FOR SALE, AND A CHURCH. TO THE WEST IS A NEW AND USED TIRE SHOP.

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

THERE SHOULD BE NO ADVERSE IMPACTS TO THE NEIGHBORHOOD.

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

ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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

ACTIVITY IN THE AREA WILL HELP DETER CRIME.

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

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STATE OF ALABAMA

2010047333 Book-6689 Page-30
Total Number of Pages: 2

DOMESTIC

REGISTERED LIMITED LIABILITY PARTNERSHIP

INSTRUCTIONS (PLEASE TYPE)

(Check One)

- ☒ **REGISTRATION:** COMPLETE ITEMS I, II, III, IV, AND V * THE NAME MUST CONTAIN THE WORDS LIMITED LIABILITY PARTNERSHIP OR THE ABBREVIATION L.L.P. OR LLP * THE SECRETARY OF STATE'S FILING FEE IS \$40.00 * THE JUDGE OF PROBATE'S BASE FILING FEE IS \$35.00.
- ☐ **CANCELLATION:** COMPLETE ITEMS I, V AND VI * There is no Secretary of State cancellation fee. Contact the Judge of Probate to verify fee.

PURSUANT TO 10-8A-1001(a), 10-8A-1002 OR 10-8A-1005 OF THE CODE OF ALABAMA (1975) THE UNDERSIGNED HEREBY MAKES THE FOLLOWING REGISTRATION/CANCELLATION OF REGISTERED LIMITED LIABILITY PARTNERSHIP.

I The name of the Registered Limited Liability Partnership:

Mojo Partnership, LLP

(The name must contain the words Limited Liability Partnership, L.L.P. or LLP)

II The **name** and **street address** (no P.O. Box) of the agent for service of process:

Elliot B. Maisel, 3378 Moffett Road, Mobile, AL 36607

III The **mailing address** of the Registered Limited Liability Partnership:

3378 Moffett Road, Mobile, AL 36607

IV The **street address** of the principal office of the Registered Limited Liability Partnership:

3378 Moffett Road, Mobile, AL 36607

V Statement of nature of business/reason for filing statement of cancellation:

The nature of the business is to acquire and develop, manage, improve, lease, mortgage and make any and all kinds of contracts with respect to real and personal property.

VI The date of initial registration: 8/13/10 The county of initial registration: Mobile County

Date 8/13/10

Signature of Partner

Signature of Partner

State of Alabama-Mobile County
I certify this instrument was filed on:
August 18, 2010 @ 8:34:13 AM

RECORDING FEE	\$35.00
S.R. FEE	\$2.00
RECORDING FEES	\$1.00
<u>TOTAL AMOUNT</u>	<u>\$38.00</u>

2010047333
Don Davis, Judge of Probate

Letter to Neighbors

Mojo Partnership LLC

3378 Moffett Road

Mobile, AL 36607

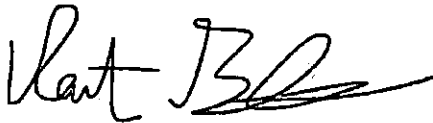
Dear Neighbor,

The owners of the vacant land located at 4164 Moffett Rd are proposing to rezone the property from B-2 to I-1 for the purpose of allowing a commercial paving business to be located there. This location will solely be used to store equipment and will eventually have an office and small warehouse for the business. The equipment stored there will be tractors, graders, pavers, rollers, a dump truck, and potentially other similar equipment. Most days the equipment will be on job sites and then brought back in the evenings for secure storage. The site will be owner-occupied, and the owner is intent on keeping it clean and neat.

These plans will be further explained at a neighborhood meeting located at the Right Way Christian Center, 4712 Moffett Rd at 4:15 on May 13, 2025. We hope to see you there.

Sincerely,

Robert Bronstein

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

Mojo Partnership



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, ELLIOTT MASEL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of MOJO PARTNERSHIP, a corporation for the property located within the city limits of Mobile, Alabama at 4154 & 4164 MOFFETT ROAD.

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

BYRD SURVEYING

Designee (1)

bvrd@bvrdsurveying.biz

Email

251-476-5010

Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

5/7/2025

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile - Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: _____

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

Neighborhood Meeting Date: May 13, 2025

Neighborhood Meeting Time: 4:15

Neighborhood Meeting Location: Right Way Christian Center - 4712 Moffett Rd

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

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

Applicant's Name: Mojo Partnership
(First Name & Last Name)

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

[Signature]

Date: May 13, 2025

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

NEIGHBORHOOD MEETING - SIGN IN SHEET

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

NEIGHBORHOOD MEETING MINUTES

No neighbors attended the meeting, so there are no minutes to submit.

Letter to Neighbors

Mojo Partnership LLC

3378 Moffett Road

Mobile, AL 36607

Dear Neighbor,

The owners of the vacant land located at 4164 Moffett Rd are proposing to rezone the property from B-2 to I-1 for the purpose of allowing a commercial paving business to be located there. This location will solely be used to store equipment and will eventually have an office and small warehouse for the business. The equipment stored there will be tractors, graders, pavers, rollers, a dump truck, and potentially other similar equipment. Most days the equipment will be on job sites and then brought back in the evenings for secure storage. The site will be owner-occupied, and the owner is intent on keeping it clean and neat.

These plans will be further explained at a neighborhood meeting located at the Right Way Christian Center, 4712 Moffett Rd at 4:15 on May 13, 2025. We hope to see you there.

Sincerely,

Robert Bronstein

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Mojo Partnership



April 29, 2025



April 29, 2025



April 29, 2025



April 29, 2025

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

MOJO Partnership
3378 Moffett Road
Mobile, AL 36607

Moffett Ridge Center, LLC
305A Equipment Court
Lawrenceville, GA 30046

CIS Agency, Inc.
950 S. Broad Street
Mobile, AL 36603

Truc Mai
25471 Alisal Avenue
Laguna Hills, CA 92653

Linda F. Walley, Trustee
4240 Fort Kali Oka Road
Saraland, AL 36571

Douglas B. Walley
4080 Fort Kali Oka Road
Saraland, AL 36571

Faith Challengers Ministries, Inc.
5420 Saint Stephens Road
Eight Mile, AL 36613

Ayyub Williams
800 Rowell Street
Mobile, AL 36606

Thomas K. King, Jr.
14 Queensway
Mobile, AL 36608

Emily R. Mason
P. O. Box 9341
Mobile, AL 36691

Joe Walvis
c/o Joseph S. Smith
P. O. Box 790
Grand Bay, AL 36541

Louis & Marsha Ann Naman
3300 Schillinger Road S.
Mobile, AL 36695

Moffit Equities, LLC
14 Steuben Lane
Jackson, NJ 08527



Agenda Item # 5

ZON-UDC-003351-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

4154 & 4164 Moffett Road

Applicant / Agent:

Kari Givens, Byrd Surveying

Property Owner:

Mojo Partnership

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

I-1, Light Industry District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

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

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	5	DATE	June 12, 2025
APPLICANT	Kari Givens, Byrd Surveying, Inc.		
REQUEST	Rezoning From B-2 to I-1		
 NTS			

SITE HISTORY

The site was previously developed with a shopping center. A Planning Approval was granted by the Planning Commission at its June 15, 2000 meeting to allow a redemption game arcade in the shopping center.

In October 2006, the site went before the Planning Commission to receive approval for a two-lot Subdivision and to rezone the property from R-1, Single-Family Residential District to B-2, Neighborhood Business District. The Subdivision was recorded in Probate Court, and the rezoning was finalized by the City Council. The Subdivision and Rezoning were approved with the following conditions:

- 1) The subdivision is limited to two curb cuts to Moffett Road, size, location and design to conform to AASHTO standards, and to be approved by Traffic Engineering and ALDOT; and
- 2) The subdivision is limited to two curb cuts to Wolf Ridge Road, size, location and design to conform to AASHTO standards, and to be approved by Traffic Engineering.

In May 2009, a demolition permit was issued for the demolition of the shopping center.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

The subdivision is limited to two curb cuts to Moffett Road with size, location, and design to be approved by Traffic Engineering and ALDOT and conform to AASHTO standards; and the subdivision is limited to two curb cuts to Wolf Ridge Road with size, location, and design to be approved by Traffic Engineering and conform to AASHTO

standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

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

The site abuts property to the West that is currently zoned B-2 and used as a tire store. Adjacent to the North is an R-1 property developed with mausoleums. Immediately abutting the property to the South is a gas station zoned B-2. Properties to the South, across Moffett Road, are zoned B-3, Community Business Suburban District and are commercially developed, but currently vacant. Properties to the East, across Wolf Ridge Road are zoned R-1 and are either vacant or being developed residentially.

The applicant states the site is proposed to be used by a commercial paving business that will store equipment such as tractors, graders, pavers, rollers, dump trucks, etc. on site, with a possible office and warehouse in the future. The site plan submitted with the rezoning application depicts existing asphalt, with a proposed equipment/storage area to have aggregate surfacing. It should be noted that if approved, the site will be required

to come into full compliance with the Unified Development Code (UDC) regulations regarding the Spring Hill Overlay.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

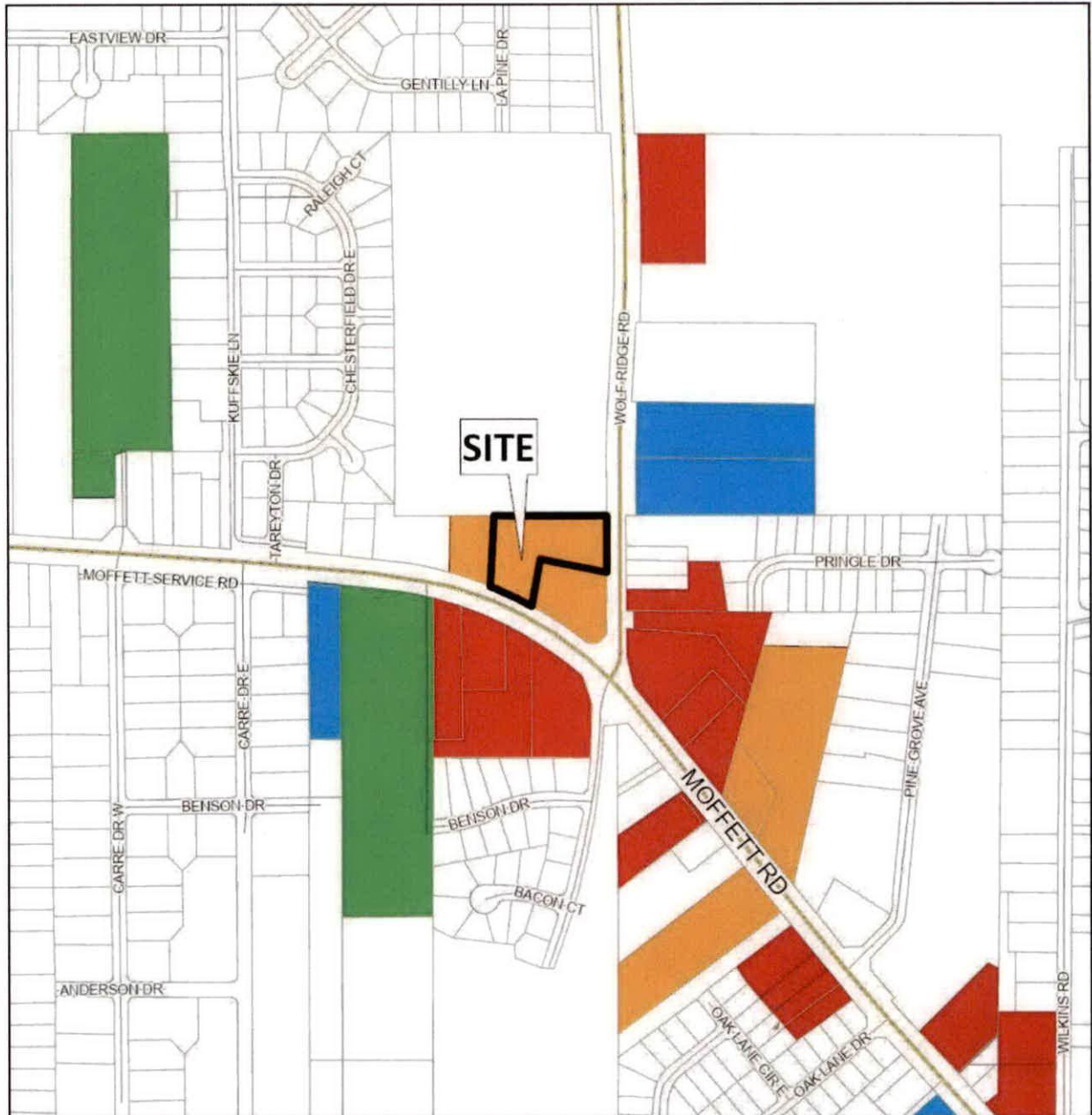
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-1, the following conditions could apply:

1. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



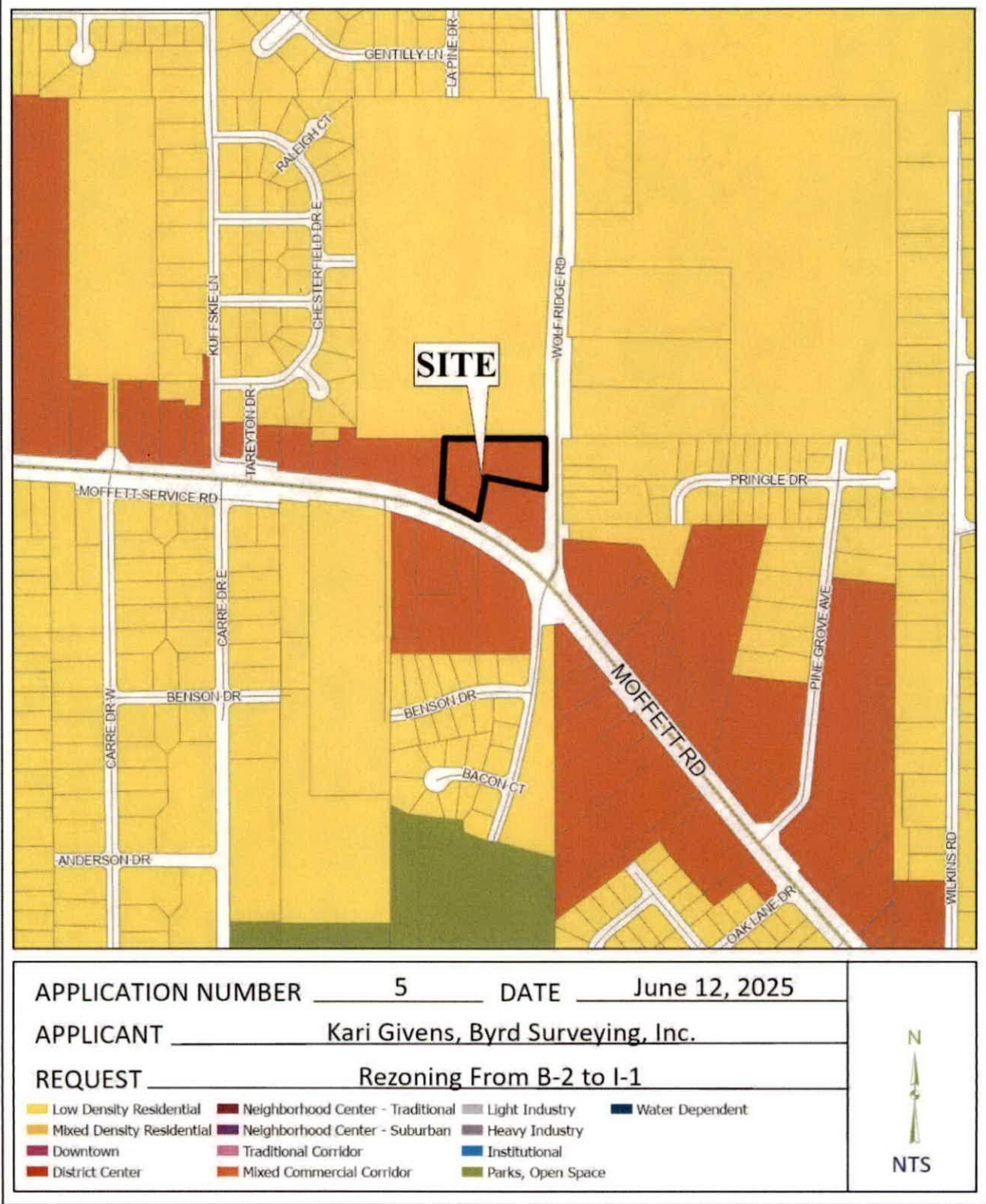
APPLICATION NUMBER 5 DATE June 12, 2025

APPLICANT Kari Givens, Byrd Surveying, Inc.

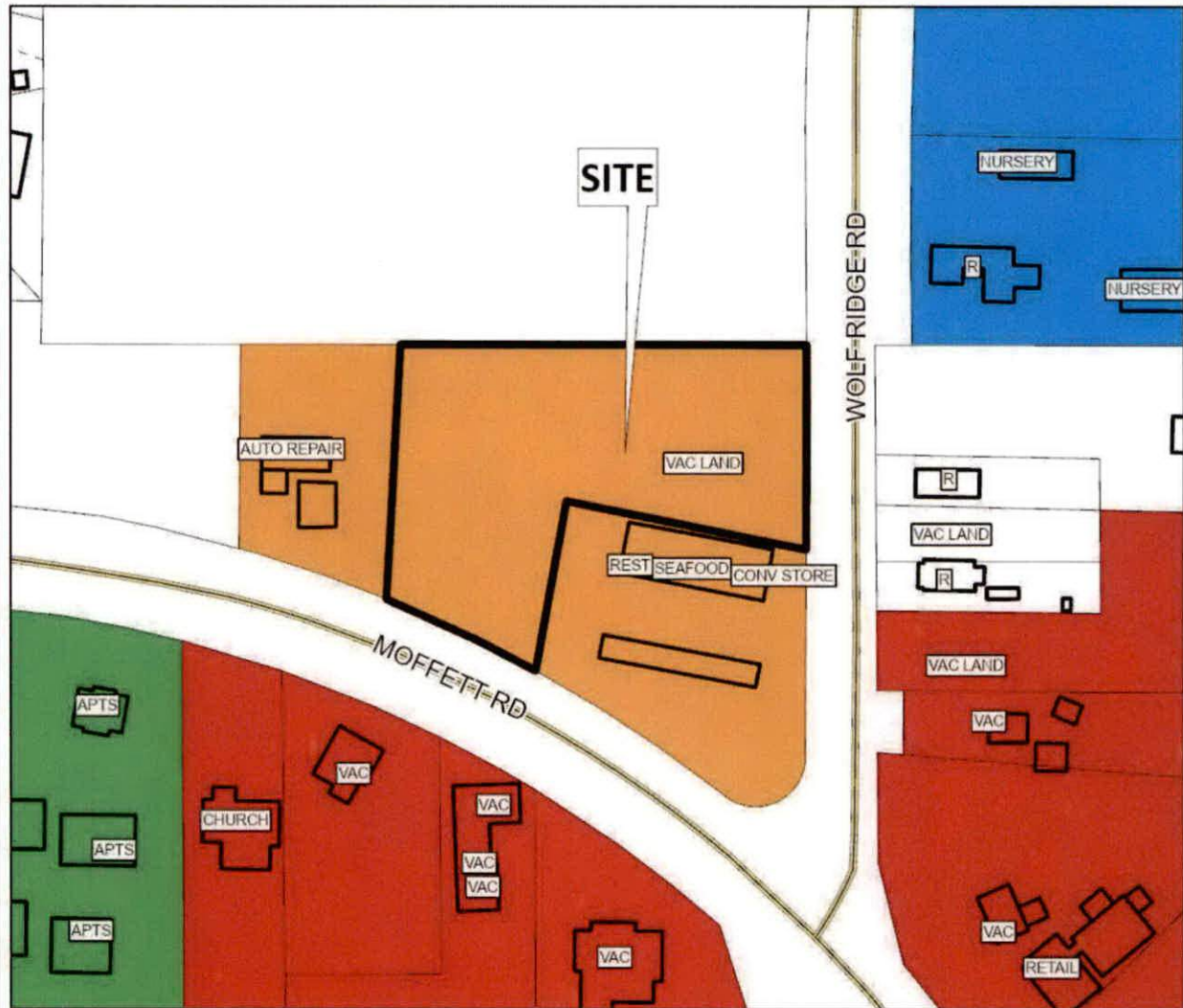
REQUEST Rezoning From B-2 to I-1



FLUM LOCATOR MAP



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 5 DATE June 12, 2025

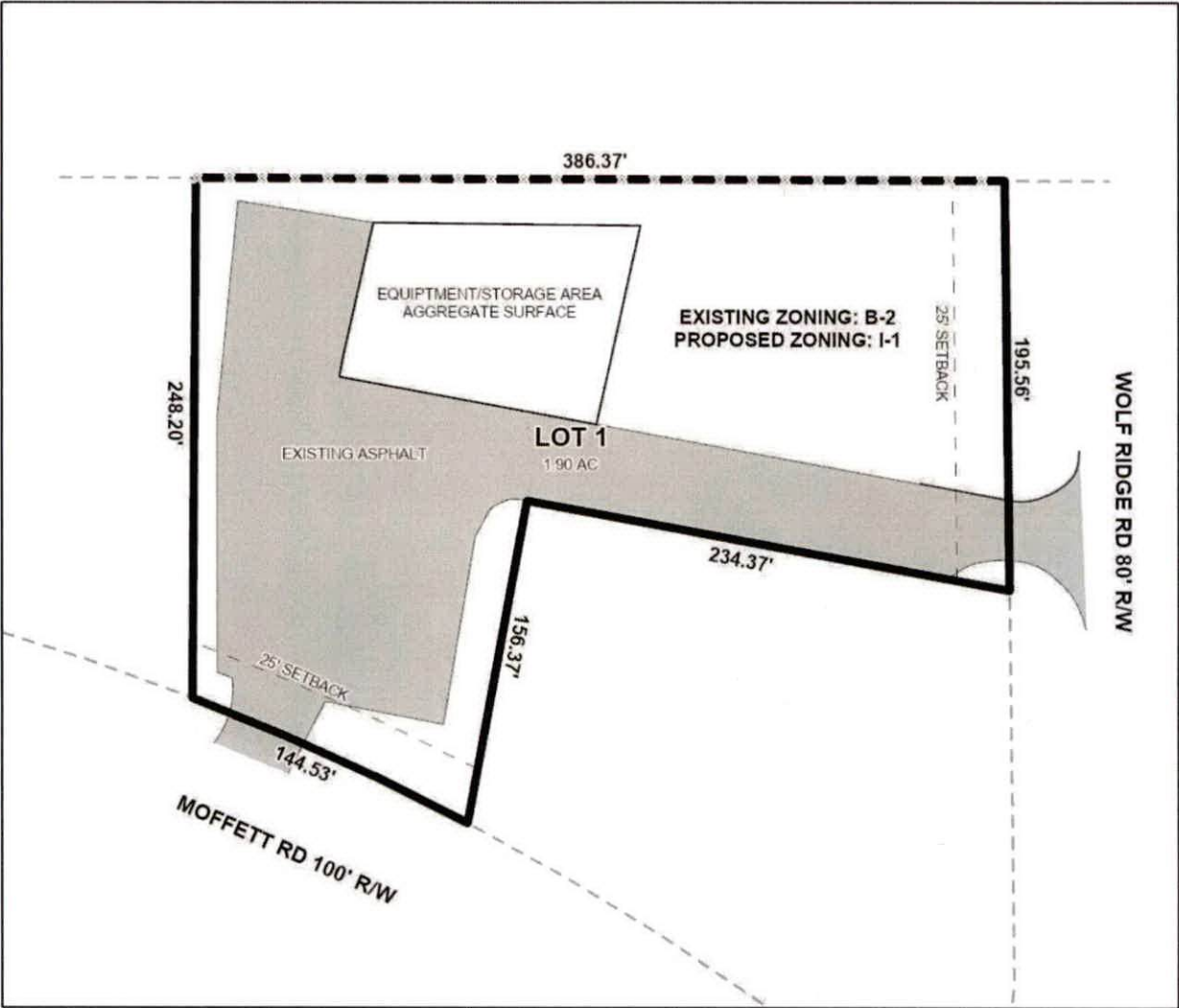
APPLICANT Kari Givens, Byrd Surveying, Inc.

REQUEST Rezoning From B-2 to I-1

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



SITE PLAN



The site plan illustrates the existing drives, proposed storage area, and setbacks.

APPLICATION NUMBER	5	DATE	June 12, 2025
APPLICANT	Kari Givens, Byrd Surveying, Inc.		
REQUEST	Rezoning From B-2 to I-1		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■						□	
TWO-FAMILY RESIDENCE	R-2	■					■		■						□	○
MULTIPLE-FAMILY	R-3	○	■				■	■							□	○
RESIDENTIAL-BUSINESS	R-B		○				■		■						□	○
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■						□	
HISTORIC BUSINESS	H-B				■		■		■						□	
VILLAGE CENTER	TCD						■	■							□	
NEIGH. CENTER	TCD						■	■							□	
NEIGH. GENERAL	TCD						■								□	
DOWNTOWN DEV. DDD	T-6				■										□	
DOWNTOWN DEV. DDD	T-5.1				■		■		□						□	
DOWNTOWN DEV. DDD	T-5.2				■		■		□						□	
DOWNTOWN DEV. DDD	T-4				■		■		□						□	
DOWNTOWN DEV. DDD	T-3				■		■								□	
DOWNTOWN DEV. DDD	SD-WH										○	○			□	
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○			□	
BUFFER BUSINESS	B-1		□				□	■	■	■					□	○
NEIGH. BUSINESS	B-2		○				□	■	■	■					□	○
LIMITED BUSINESS	LB-2		○				□	■	■	■					□	○
COMMUNITY BUSINESS	B-3				■					■			○		□	○
GEN. BUSINESS	B-4				■					■			○		□	○
OFFICE-DISTRIBUTION	B-5									■	■				□	□
LIGHT INDUSTRY	I-1										■				□	□
HEAVY INDUSTRY	I-2											■			□	□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 685 Schillinger Road South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 15, 2025**, a public hearing will be held on the **19th** day of **August, 2024**, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at **685 Schillinger Road South**.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on September 6, 2012, allowing shared access and parking between multiple building sites located at 685 Schillinger Road South and described as follows:

LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 127, PAGE 118, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 72, PAGE 21, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF THOMAS ROAD (50 FOOT RIGHT OF WAY) AND ALONG THE NORTH BOUNDARY OF LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 127, PAGE 118, SAID PROBATE RECORDS, A DISTANCE OF 901.14 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID NORTH BOUNDARY RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS EAST, 74.91 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A AS FOLLOWS: SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, 174.80 FEET; NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 74.82 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 418.23 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 50 FEET; SOUTH 00 DEGREES 30

MINUTES 34 SECONDS WEST, 77.54 FEET; SOUTH 11 DEGREES 16 MINUTES 54 SECONDS WEST 40.33 FEET; SOUTH 08 DEGREES 52 MINUTES 38 SECONDS WEST, 21.61 FEET; SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST, 51.75 FEET; SOUTH 07 DEGREES 59 MINUTES 43 SECONDS WEST, 98.38 FEET; SOUTH 48 DEGREES 58 MINUTES 51 SECONDS WEST, 52 FEET; SOUTH 29 DEGREES 09 MINUTES 01 SECONDS WEST, 27.86 FEET; SOUTH 09 DEGREES 18 MINUTES 32 SECONDS WEST, 19.44 FEET; SOUTH 26 DEGREES 32 MINUTES 36 SECONDS EAST, 27.95 FEET; SOUTH 41 DEGREES 46 MINUTES 39 SECONDS EAST, 45.33 FEET; SOUTH 45 DEGREES 07 MINUTES 44 SECONDS EAST, 28.96 FEET; SOUTH 06 DEGREES 15 MINUTES 47 SECONDS EAST, 53.8 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD (50 FOOT RIGHT OF WAY); THENCE SOUTH 84 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE AND ALONG THE SOUTH BOUNDARY OF SAID LOT A, A DISTANCE OF 18 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A, RUN NORTH 06 DEGREES 15 MINUTES 47 SECONDS WEST, 48.25 FEET; NORTH 45 DEGREES 07 MINUTES 44 SECONDS WEST, 166.26 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 196.21 FEET; NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, 188.5 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 21 FEET TO A POINT ON THE SOUTH FACE OF THE WALL FOR AN EXISTING BUILDING CURRENTLY OCCUPIED BY WALMART; THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE SOUTH FACE OF SAID WALL AND A PROJECTION THEREOF, A DISTANCE OF 65 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT A RUN SOUTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 75.21 FEET; NORTH 89 DEGREES 26 MINUTES 38 SECONDS WEST, 99 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 56 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 87.39 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 28 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 425.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST BOUNDARY OF SAID LOT A, A DISTANCE OF 585.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 3 AND THE NORTH BOUNDARY OF SAID LOT A, A DISTANCE OF 204.06 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 50 SECONDS EAST, ALONG A BOUNDARY OF SAID LOT 3 AND A BOUNDARY OF SAID LOT A, A DISTANCE OF 56.58 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID LOT A, A DISTANCE OF 165.52 FEET TO THE POINT OF BEGINNING.

WHEREAS, on April 29, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 12, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision

- of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning;
and,
22. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

- 1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
- 2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
- 3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
- 4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
- 5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
- 6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
- 7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;

8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of August, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 23rd day of July, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **685 Schillinger Road South**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **September 6, 2012**. The owner of said property has applied for a Major Modification of the PUD **allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites**. If approved, the Major Modification will **allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites** subject to the following proposed conditions: 1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan; 2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request; 3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan; 4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces; 5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas; 6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards; 7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements; 8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B; 9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC; 10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC; 11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC; 12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements; 13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development; 14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized; 15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 16. Completion of the subdivision process;

17. Compliance with all Engineering comments noted in the staff report; 18. Compliance with all Traffic Engineering comments noted in the staff report; 19. Compliance with all Urban Forestry comments noted in the staff report; 20. Compliance with all Fire Department comments noted in the staff report; 21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 22. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on September 6, 2012, allowing shared access and parking between multiple building sites located at 685 Schillinger Road South and described as follows:

LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 127, PAGE 118, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 72, PAGE 21, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF THOMAS ROAD (50 FOOT RIGHT OF WAY) AND ALONG THE NORTH BOUNDARY OF LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 127, PAGE 118, SAID PROBATE RECORDS, A DISTANCE OF 901.14 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID NORTH BOUNDARY RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS EAST, 74.91 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A AS FOLLOWS: SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, 174.80 FEET; NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 74.82 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 418.23 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 50 FEET; SOUTH 00 DEGREES 30 MINUTES 34 SECONDS WEST, 77.54 FEET; SOUTH 11 DEGREES 16 MINUTES 54 SECONDS WEST 40.33 FEET; SOUTH 08 DEGREES 52 MINUTES 38 SECONDS WEST, 21.61 FEET; SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST, 51.75 FEET; SOUTH 07 DEGREES 59 MINUTES 43 SECONDS WEST, 98.38 FEET; SOUTH 48 DEGREES 58 MINUTES 51 SECONDS WEST, 52 FEET; SOUTH 29 DEGREES 09 MINUTES 01 SECONDS WEST, 27.86 FEET; SOUTH 09 DEGREES 18 MINUTES 32 SECONDS WEST, 19.44 FEET; SOUTH 26 DEGREES 32 MINUTES 36 SECONDS EAST, 27.95 FEET; SOUTH 41 DEGREES 46 MINUTES 39 SECONDS EAST, 45.33 FEET; SOUTH 45 DEGREES 07 MINUTES 44 SECONDS EAST, 28.96 FEET; SOUTH 06 DEGREES 15 MINUTES 47 SECONDS EAST, 53.8 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD (50 FOOT RIGHT OF WAY); THENCE SOUTH 84 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE AND ALONG THE SOUTH BOUNDARY OF SAID LOT A, A DISTANCE OF 18 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A, RUN NORTH 06 DEGREES 15 MINUTES 47 SECONDS WEST, 48.25 FEET; NORTH 45 DEGREES 07 MINUTES 44 SECONDS WEST, 166.26 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 196.21 FEET; NORTH 89 DEGREES 43 MINUTES 54

SECONDS WEST, 188.5 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 21 FEET TO A POINT ON THE SOUTH FACE OF THE WALL FOR AN EXISTING BUILDING CURRENTLY OCCUPIED BY WALMART; THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE SOUTH FACE OF SAID WALL AND A PROJECTION THEREOF, A DISTANCE OF 65 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT A RUN SOUTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 75.21 FEET; NORTH 89 DEGREES 26 MINUTES 38 SECONDS WEST, 99 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 56 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 87.39 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 28 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 425.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST BOUNDARY OF SAID LOT A, A DISTANCE OF 585.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 3 AND THE NORTH BOUNDARY OF SAID LOT A, A DISTANCE OF 204.06 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 50 SECONDS EAST, ALONG A BOUNDARY OF SAID LOT 3 AND A BOUNDARY OF SAID LOT A, A DISTANCE OF 56.58 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID LOT A, A DISTANCE OF 165.52 FEET TO THE POINT OF BEGINNING.

WHEREAS, on April 29, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 12, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC

- and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
 8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
 9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
 10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
 11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
 12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
 13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
 14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
 15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
 16. Completion of the subdivision process;
 17. Compliance with all Engineering comments noted in the staff report;
 18. Compliance with all Traffic Engineering comments noted in the staff report;
 19. Compliance with all Urban Forestry comments noted in the staff report;
 20. Compliance with all Fire Department comments noted in the staff report;
 21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
 22. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;

14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Mike Tierney, Brew Horizons, LLC
(Jason Panicaro, HFA-AE, Agent)
Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
685 Schillinger Road South
Council District 6
Josh Woods**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **June 12, 2025**, considered the request of **Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites, for the property located at **685 Schillinger Road South**.

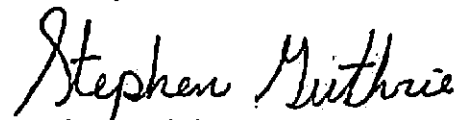
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
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15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie

Deputy Director, Planning & Zoning Department

maf

Attachments



Letter of Transmittal

To: 205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Att: Logan Anderson

Phone: (251) 208-5895

Date: Monday, July 7, 2025

Project No: 12-24-80008

Project: 7 Brew Mobile PUD Modification City Council
SUB-003332-2025 & MOD-003333-2025

Subject: 7 Brew Mobile MOD-003333-2025

Please find the following items for your use with the above referenced project. If you have any questions, please let us know.

Contents:

1 Check for City Council Advertising fee
--

If enclosed are not as noted, please notify our office immediately.

Sincerely,

Megan Broderick
Permit Administrator
479-273-7780,505
megan.broderick@hfa-ae.com

Shipping Method: Overnight



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 16, 2025

Mike Tierney
Brew Horizons, LLC
2000 West Park Drive
Suite 130
Westborough, Massachusetts 01581

Re: 685 Schillinger Road South
MOD-003333-2025
Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)
District 6
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

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

At its meeting on June 12, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

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

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

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
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16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;

June 16, 2025

21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$1,193.20**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

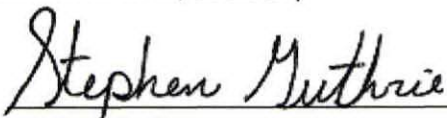
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

May 21, 2025

PUBLIC HEARING NOTICE



Re: 685 Schillinger Road South

MOD-003333-2025

Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)

District 6

Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, June 12, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

Planning & Zoning/City of Mobile

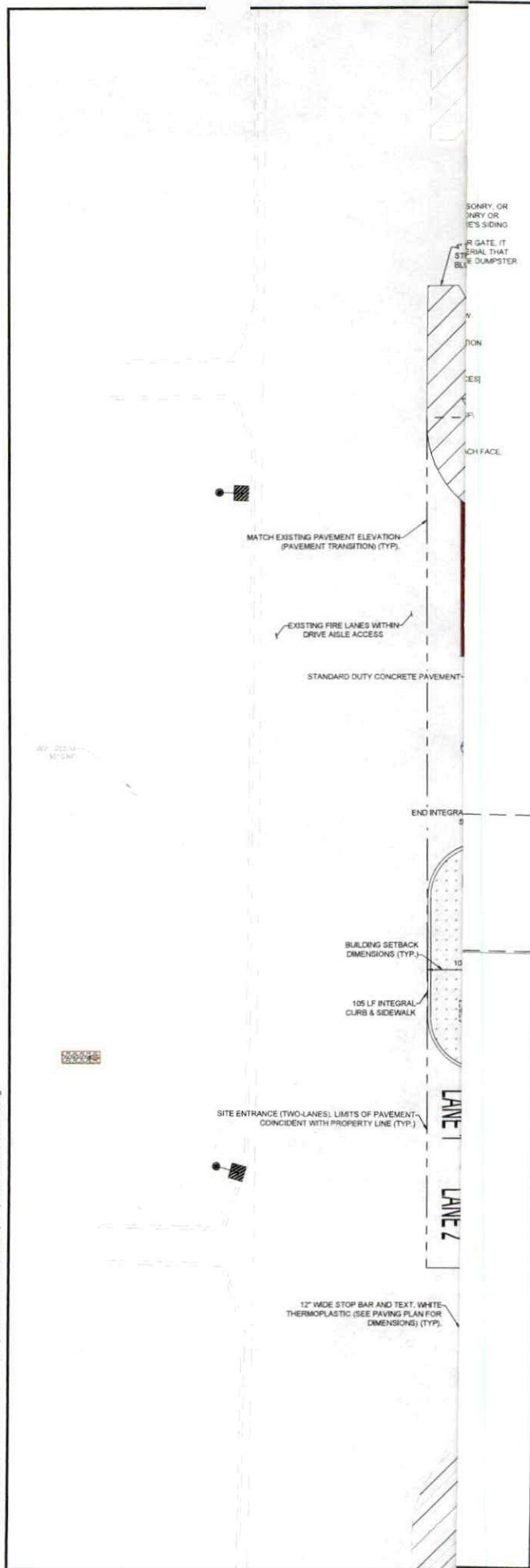
P.O. Box 1827

Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, June 11, 2025, to allow adequate time for the Commission members to review the information.

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

Apr17, 2025 - 1:27pm - User mike buiter
H:\1212-24-80008 BH - 7 Brew - Mobile - AL\04-Design\CHRD\DWG\2025-02-27 (OTP)\12-24-80008-SHEET.dwg



PROPOSED LEGEND

	PROPERTY LINE
	EASEMENTS - SEE SURVEY PLAN SHEET
	PROPOSED 6\"/>
	BUILDING OVERHANG
	ADA PAVEMENT MARKINGS (SEE NOTES)
	PARKING COUNT
	BOLLARD
	WHEEL STOP
	PROPOSED MUTCD SIGNAGE (SEE NOTES)
	PROPOSED PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED PASS THRU PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED STOP BAR LINE PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED SEWER CLEANOUT STRUCTURES (SEE UTILITY PLAN)
	GREASE TRAP STRUCTURES (SEE MEP PLUMBING DETAILS)
	PROPOSED SITE LIGHT LOCATIONS APPROXIMATE (SEE MEP ELECTRICAL PLANS)
	MISC. PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
	WATER SERVICE STRUCTURES (SEE UTILITY PLAN)
	PROPOSED STANDARD DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED STANDARD DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED CONCRETE SIDEWALK PAVEMENT (SEE SITE DETAILS)
	LANDSCAPE AREA (SEE LANDSCAPE PLAN)

SHEET NOTES

1. REFER TO SITE DETAILS.
2. REFER TO PAVING PLAN FOR SITE LAYOUT AND DIMENSIONS.
3. REFER TO SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION ON LIGHTING AND TRANSFORMER PAD DETAIL.
4. REFER TO ARCHITECTURAL PLANS FOR TRASH ENCLOSURE DETAILS.
5. REFER TO GRADING PLAN FOR ADDITIONAL DRAINAGE DETAIL.
6. REFER TO LANDSCAPE PLAN FOR ADDITIONAL DETAIL.
7. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON WAYFINDING SIGNAGE.

EXISTING LEGEND

	PROPERTY LINE/R.O.W.
	LOT LINE
	EASEMENT LINE
	FENCE
	WATERMAIN
	FORCEMAIN
	REUSE WATERMAIN
	SANITARY SEWER
	STORM PIPE
	BURIED ELECTRIC
	BURIED FIBER
	BURIED TELEPHONE
	BURIED CASING/CONDUIT
	BURIED TV
	BURIED CABLE
	BURIED GAS
	OVERHEAD ELECTRIC
	STORM STRUCTURE
	SANITARY MANHOLE
	SANITARY CLEANOUT
	FIRE HYDRANT
	VALVE
	METER
	POWER POLE
	GUY WIRE
	BENCHMARK
	MONUMENT
	LIGHT
	SIGN

SURVEY PROVIDED BY:

US SURVEYOR
4809 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
800-467-6783
PROJ. 5559958.DWG
DATED: JANUARY 17, 2025.

HARRISON FRENCH & ASSOCIATES, PLLC
HFA
1705 S. Walton Blvd, Suite 3
Bentonville, Arkansas 72712
t: 479.273.7780
f: 888.520.9685
www.hfa-ae.com

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON THE PROJECT IDENTIFIED HEREIN. IT IS NOT TO BE REUSED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HARRISON FRENCH & ASSOCIATES, PLLC. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HARRISON FRENCH & ASSOCIATES, PLLC, IS PROHIBITED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE USER. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE DRAWING FROM LOSS, THEFT, OR UNAUTHORIZED REPRODUCTION. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE DRAWING FROM LOSS, THEFT, OR UNAUTHORIZED REPRODUCTION.

7 BREW COFFEE
BREW HORIZONS, LLC.
885 SCHILLINGER ROAD
MOBILE, AL 36685

PROJ. NUMBER: 12-24-80008

ISSUE BLOCK		
NO.	TITLE	DATE
1	OTP	04/21/2025

DOCUMENT DATE: 04/17/2025
CHECKED BY: JP
DRAWN BY: MPB

PRELIMINARY
SITE PLAN
SHEET
C4.0



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Mike Tierney	Jason Panicaró
Firm:	Brew Horizons, LLC	HFA- AE
Phone:	508-561-4903	479-360-6286
Email:	mtierney@brew-horizons.com	jason.panicaro@hfa-ae.com
Address:	2000 West Park Drive, Suite 130 Westborough, MA 01581	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC	Mike Butler
Firm:	& WALMART PROPERTY TAX DEPARTMENT	HFA-AE
Phone:		508-803-0162
Email:		mike.butler@hfa-ae.com
Address:	PO BOX 8050 MS 0555 Bentonville, AR 72716	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

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

685 Schillinger Road S, Mobile, AL 33695 0.140 AC
 Property Address Property Area (acres or square feet)
 02769846
 Parcel Number(s) or Key Number(s)
 B-3 Community Business
 Present Zoning or Transect District Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

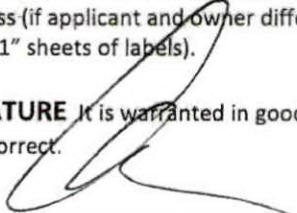
This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

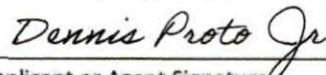
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

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


 Owner Signature Date
 04-14-2025
 4-21-25
 Applicant or Agent Signature (if applicable) Date

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

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


 Applicant or Agent Signature Date
 4-21/25

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The area is zoned for commercial development. The FLUM has the parcel designated as district center. There are other quick service restaurants located in close proximity to the proposed location.

District Center

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

Other quick service restaurants with drive-thrus are close by.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

7 Brew utilizes a dual lane model to increase efficiency. Operations has the unique opportunity to streamline customer service and be more efficient, allowing for better workflow management. Shorter ticket times creates shorter queues and a better traffic flow than competitors

On average we have between 10-16 cars in our queue and the double drive-thru approach allows that to be spread between both lanes, alleviating traffic congestion concerns. All orders are taken by our staff members – there are no menu boards or speakers to place orders with which leads to a personalized and friendly customer experience.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023

6. Please provide the following information:

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

Location is currently part of the Walmart parking lot with no existing structures on it.

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

6 evergreen shrubs and 1 redbud tree will screen dumpster along sides, 2 tulip poplar trees will be placed near the entrance of the site along with ground cover. Landscape sheets are provided with site plan for reference.

- ☐ Lighting:

Site will comply with all applicable lighting code requirements

- ☐ Hours of operation:

5:30am to 11pm

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

7 Brew is a drive-thru only concept meaning there is no interior ordering or dining

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

All utilities will be located underground to limit any elements that may be noxious or offensive.

During construction the contractor is required to adhere to the demolition and erosion control plans, which include dust control, a construction entrance, and a concrete washout area.

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

7 Brew is a rapidly growing coffee brand that is revolutionizing how customers experience drive-thru coffee service and think about their morning [and afternoon] energy boost.

7 Brew is a drive-thru coffee concept revolutionizing drive-thru drinks by highlighting a positive experience, hand-crafted beverages, and exceptional speed of service. These are the three pillars of success that separate us from our competitors.

Local Mobile residents can experience all that 7 Brew has to offer – a company that is fueled by its team and powered by its culture. Our goal when entering a new market is to be a positive contributor within the community and allow local residents the opportunity to build friendly relationships with our employees.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023



City of Mobile • Planning & Zoning Subdivision Application

All of the necessary information for Subdivision approval, as required by the Subdivision Regulations, must be submitted with this application, otherwise, this application will not be considered for approval. Please submit:

- For hard copy submissions, SEVEN (7) copies of this application;
- For hard copy submissions, SEVEN (7) copies of the Engineer's / Surveyor's plats and Legal description;
- DIGITAL copy (DXF or DWG - AutoCAD 2007 compatible and PDF) of the Engineer's / Surveyor's plat; and
- Labels and copy of labels.
- Digital submissions are required by noon on the deadline filing date.

Fees

Standard Subdivision\$500 base fee +30 per lot + Mailing fee
Minor Subdivision Fee \$250 base fee + Mailing Fee
Computer usage fee\$1

[plus First Class Certified Mail with return postage fee for the applicant, property owner (if different from the applicant), and each adjacent property owner and each property owner directly across the street]

Please select the application type: ☒ Standard Subdivision ☐ Minor Subdivision

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

	Applicant	Agent (If Applicable)
Name:	Mike Tierney	Jason Panicaró
Firm:	Brew Horizons, LLC	HFA- AE
Phone:	508-561-4903	479-360-6286
Email:	mtierney@brew-horizons.com	jason.panicaro@hfa-ae.co
Address:	2000 West Park Drive, Suite 130 Westborough, MA 01581	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712
	Owner	Civil Engineer / Surveyor
Name:	BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC	Garrett Small
Firm:	& WALMART PROPERTY TAX DEPARTMENT	HFA- AE
Phone:		479-273-7780,461
Email:		garrett.small@hfa-ae.com
Address:	PO BOX 8050 MS 0555 Bentonville, AR 72716	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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

2. PROPERTY INFORMATION If annexes and bounds legal description, please attach.

RESUBDIVISION OF LOT 4 SCHILLINGER TOWNE CENTRE

Subdivision Name

Location

685 Schillinger Road S, Mobile, AL 33695

20.00 AC

Property Address

02769846

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

B-3 Community Business

2

Present Zoning or Transect District

Mobile City Limits

Proposed Number of Lots

N/A

Section, Township, Range

Flood Zone

Sanitary facilities provided (Ex: City water and individual septic tanks): Mobile Area Water & Sewer Service

3. LABELS FOR NOTIFICATION Obtain the names and complete addresses of abutting property owners and property owners directly across the street from the subject property, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. **ALL property ownership information provided for notification MUST be verified through Probate Court records.** Failure to provide a complete and accurate list will delay your request.

Please submit:

- ☐ Three (3) labels TYPED on a standard ADDRESS size (approximately 1" x 2-5/8") white self-adhesive label for EACH name and address (Please use 8-1/2" x 11" sheets of labels);
- ☐ Include three labels with the APPLICANT'S name and address, and OWNER'S name and address, if different from Applicant; and
- ☐ A photocopy of the typed labels must also be submitted (hard copy only).

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

Owner Signature

Dennis Proto Jr

Applicant or Agent Signature (if applicable)

Date

04-14-2025

4-21-25

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Subdivision (Standard and Minor)

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Seven (7) copies of completed application (Multiple copies for paper submissions only)
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Seven (7) copies of preliminary plat for subdivision by a certified engineer or surveyor (Multiple copies for paper submission only)
- ☐ Digital copy (DXF or DWG - AutoCad 2007 compatible and PDF) of preliminary plat
- ☐ Three address labels for each property owner; three address labels for applicant; and if applicant and owner differ, three labels for owner
- ☐ Postage fee and notification fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ One photocopy of address labels (paper submission only)

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Schillinger Town Center, LLC

P. O. Box 16167
Mobile, Alabama 36616

May 15, 2025

Logan Anderson
Principal Planner
City of Mobile

RE: 685 Schillinger Road, Mobile, AL 36695; PUD

Dear Mr. Anderson,

I am writing to you on behalf of Schillinger Town Center, LLC, the owner of Lot B of the Re-Subdivision of Lot 4, Schillinger Towne Centre. It is our understanding that Brick Walk Associates as the owner of Lot A is submitting a PUD modification to create an inlet within their parcel. Since such modification does not have any impact on our parcel, we do not wish to be an active participant in the application process. If you have any questions or need more information from me, please feel free to contact me. My email is kathy@burtonprop.com or my direct line is 251-380-7234.

Sincerely,



Kathy P. Sherman

cc: Ken Kleban



May 13, 2025

Logan Anderson
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Regarding: 7 Brew Mobile (Schillinger) Major PUD Modification (MOD-003333-2025)
685 Schillinger S, Mobile, AL 36695
HFA Project Number: 12-24-80008

Mr. Anderson,

1. Please provide a signed agent authorization form (attached) from the property owner(s) authorizing Mike Tierney with Brew Horizons, LLC and/or Jason Panicaró with HFA-AE to submit the Major Modification application on their behalf. If the property owner is a company, then we'll also need proof that the person signing the authorization form is associated with the company (e.g. Article of Incorporation naming them as an officer, a letter on official company letterhead naming them as an authorized company representative, etc.);
Response: Acknowledged. Forms have been completed and signed by the property owner.
2. Labels are missing from the provided Word document. For Major Modification applications, we are required to send notices to all property owners within 300 feet of the subject property. In performing a "Near Me" report using the city's public GIS map (attached), there are more property owners than were listed on the provided labels. Please note that, unlike Subdivision applications, public hearing notices for Major Modifications are not sent certified, so we only need one label for each nearby property owner, the applicants, the agents, etc.;
Response: Acknowledged. Labels for all properties have been added.
3. Please provide a site plan showing the entire PUD property. What was submitted only details the proposed project; and,
Response: Acknowledged. The preliminary plat has been updated to include the entire property.
4. Once the additional site plan has been prepared, please provide the DWG AutoCAD files for the overall site plan and the detailed site plan to our GIS staff (Marine Karapetyan and Tori Aamoth have been copied here for your convenience);
Response: Acknowledged. Preliminary plat AutoCAD and DWG files have been included in resubmittal package.

Sincerely,
Harrison French & Associates

BRICK WALK ASSOCIATES WOS B, LLC

May 13, 2025

City of Mobile
205 Government Street
Mobile, AL 36633

To Whom it May Concern:

This letter is to confirm that Kenneth Kleban is the President and Manager of Brick Walk Associates WOS B, LLC and is authorized to sign the letter of authorization

Thank you,



Kenneth M. Kleban



Corporate Letter of Authorization

I, Kenneth Kleban, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of BRICK WALK ASSOCIATES WOS LLC, PINE TE, a corporation for the property located within the city limits of Mobile, Alabama at 685 Schillinger S Mobile, AL 36695.

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

Mike Tierney
Designee (1)

mtierney@transcendentbrandsco.com
Email

508-561-4903
Phone Number

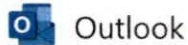

Signature of Company Owner

Jason Panicaro
Designee (2)

jason.panicaro@hfa-ae.com
Email

479-360-6286
Phone Number

5/13/25
Date



7 Brew Major PUD Modification (MOD-003333-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 5/12/2025 3:51 PM

To dave.wilgus@hfa-ae.com <dave.wilgus@hfa-ae.com>

Cc Rogers, Payton <payton.rogers@cityofmobile.org>; French, Michelle <michelle.french@cityofmobile.org>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

 2 attachments (681 KB)

Near Me Report.pdf; PZOwnerandCorporateLetterofAuthorization-Fillable.pdf;

Good afternoon,

Staff has completed its review of the above Major Modification of a previously approved Planned Unit Development (PUD). The following must be addressed before the application can be considered complete and placed on an agenda:

1. Please provide a signed agent authorization form (attached) from the property owner(s) authorizing Mike Tierney with Brew Horizons, LLC and/or Jason Panicaro with HFA-AE to submit the Major Modification application on their behalf. If the property owner is a company, then we'll also need proof that the person signing the authorization form is associated with the company (e.g. Article of Incorporation naming them as an officer, a letter on official company letterhead naming them as an authorized company representative, etc.);
2. Labels are missing from the provided Word document. For Major Modification applications, we are required to send notices to all property owners within 300 feet of the subject property. In performing a "Near Me" report using the city's public GIS map (attached), there are more property owners than were listed on the provided labels. Please note that, unlike Subdivision applications, public hearing notices for Major Modifications are not sent certified, so we only need one label for each nearby property owner, the applicants, the agents, etc.;
3. Please provide a site plan showing the entire PUD property. What was submitted only details the proposed project; and,
4. Once the additional site plan has been prepared, please provide the DWG AutoCAD files for the overall site plan and the detailed site plan to our GIS staff (Marine Karapetyan and Tori Aamothe have been copied here for your convenience);

Once the above items have been addressed, an invoice can be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by **no later than noon on 05/15/2025** the application will be considered complete and placed on the agenda for the 06/12/2025 Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Should you have any questions or concerns please don't hesitate to reach out.

5/12/25, 3:52 PM

Mail - Anderson, Logan - Outlook

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



Plan Submission Contact Information

Name of Project 7 Brew Mobile Schillinger
Address 685 Schillinger S Mobile, AL 36695

Owner BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC & WALMART PROPERTY TAX DEPARTMENT
Address PO BOX 8050 MS 0555 BENTONVILLE , AR Zip Code 72716
Phone _____ Fax _____ Email jason.panicaro@hfa-ae.com

Authorized Agent Jason Panicaro
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-360-6286 Fax _____ Email _____

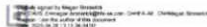
Contractor Unknown at this time
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Garett Smalls
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-360-6267 Fax _____ Email garrett.small@hfa-ae.com

Architect James Mann
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-273-7780,305 Fax _____ Email james.mann@hfa-ae.com

Submitted by:

Megan Broderick



Megan Broderick

Signature

4/28/2025

Date

Print

Permit Administrator HFA

Affiliation to project/Organization



SAMUEL L. JONES
MAYOR

CITY OF MOBILE

MOBILE CITY PLANNING COMMISSION LETTER OF DECISION

September 12, 2012

OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

REGGIE COPELAND, SR.
PRESIDENT DISTRICT 5

FREDRICK D. RICHARDSON, JR.
VICE PRESIDENT DISTRICT 1

WILLIAM C. CARROLL, JR.
DISTRICT 2

JERMAINE A. BURRELL
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

BESS RICH
DISTRICT 6

GINA GREGORY
DISTRICT 7

CITY CLERK
LISA C. LAMBERT

The Guardian Life Insurance Company of America
c/o Folmár and Associates
P.O. Box 16765
Mobile, AL 36616

Re: Case #SUB2012-00079 (Subdivision)
Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4
595 & 685 Schillinger Road South
(South side of Thomas Road, 240'± East of Schillinger Road South extending to the North side of
Old Government Street Road, 240'± East of Schillinger Road South)
Number of Lots / Acres: 2 Lots / 27.0± Acres
Engineer / Surveyor: Rowe Surveying & Engineers Co., Inc.
Council District 6

Dear Applicant(s):

At its meeting on September 6, 2012, the Planning Commission waived Sections V.D.1. and V.D.3. of the Subdivision Regulations and tentatively approved the above referenced subdivision subject to the following conditions:

- 1) illustration of the 25-foot minimum building setback along all road frontages;
- 2) retention on the Final Plat of the labeling of each lot with its size in square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
- 3) placement of a note on the Final Plat stating that the subdivision is limited to two curb-cuts to Schillinger Road (the southern driveway should be limited to a right-in, right-out only driveway), three curb-cuts to Thomas Road to be located within the area which is to be improved to County standards, and four curb-cuts to Old Government Street Road;
- 4) labeling of any required detention area as common area and the placement of a note on the Final Plat stating that the maintenance of the common area is the responsibility of the property owners;
- 5) placement of a note on the Final Plat stating that development of the site must be undertaken in compliance with all local, state, and federal regulations regarding endangered, threatened, or otherwise protected species;
- 6) compliance with Engineering comments: *"Provide all of the required information on the Final Plat (i.e. signature blocks, signatures, certification statements, legal description, required notes). A signature block and signature for the Traffic Engineering Department shall be placed on the Final Plat. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City*

P. O. BOX 1827 • MOBILE, ALABAMA 36633-1827

Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4

September 7, 2012

Page 2

Code, Chapter 57, Article VIII). Any and all proposed development within the property lines will need to be in conformance with the Stormwater Management and Flood Control Ordinance (Mobile City Code, Chapter 17, Ordinance #65-007 & #65-045); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Stormwater Runoff Control. A complete set of construction plans for the site work (including drainage, utilities, grading, stormwater systems, paving) will be required to be submitted with the Land Disturbance permit. These plans are to be submitted and approved prior to beginning any of the construction work;"

- 7) *compliance with Traffic Engineering comments: "Driveway number, size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Curb-cuts should be limited to the existing curb-cuts on all three roadway frontages. Taking into consideration an upcoming safety project on this section of the Schillinger Road corridor, the southern driveway should be limited to a right-in, right-out only driveway;"*
- 8) *compliance with Fire Department comments: "All projects within the City of Mobile Fire Jurisdiction must comply with the requirements of the 2009 International Fire Code, as adopted by the City of Mobile;"*
- 9) *verification that the required rear privacy fence, with permits, prior to signing the Final Plat; and,*
- 10) *submittal of two copies of a revised PUD site plan prior to signing the Final Plat.*

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, seven copies of the recorded plat (including map book and page number) must be submitted to the Land Use Administration office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

It is also requested that a digital copy (DXF or DWG – AutoCAD 2007 compatible) of the final plat be submitted to the Land Use Administration office once the plat has been submitted to Probate for recording. This may be submitted on disk or via e-mail at travisz@cityofmobile.org.

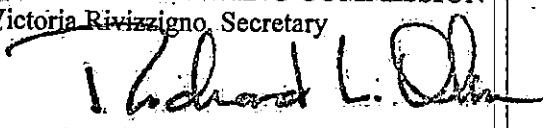
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Dr. Victoria Rivizzigno, Secretary

By:


Richard Olsen
Deputy Director of Planning

cc: Rowe Surveying & Engineering Co., Inc.



CITY OF MOBILE

MOBILE CITY PLANNING COMMISSION LETTER OF DECISION

SAMUEL L. JONES
MAYOR

September 12, 2012

OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

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DISTRICT 2

JERMAINE A. BURRELL
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

BESS RICH
DISTRICT 4

GINA GREGORY
DISTRICT 7

CITY CLERK
LISA C. LAMBERT

The Guardian Life Insurance Company of America
c/o Folmar and Associates
P.O. Box 16765
Mobile, AL 36616

**Re: Case #ZON2012-01880 (Planned Unit Development)
Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4**

595 & 685 Schillinger Road South

(South side of Thomas Road, 240'± East of Schillinger Road South extending to the
North side of Old Government Street Road, 240'± East of Schillinger Road South)

Planned Unit Development Approval to allow shared access and parking between
multiple building sites.

Council District 6

Dear Applicant(s):

At its meeting on September 6, 2012, the Planning Commission considered for Planned Unit Development the site plan to allow shared access and parking between multiple building sites.

After discussion, it was decided to approve the above referenced Planned Unit Development subject to the following conditions:

- 1) illustration on the site plan the 25-foot minimum building setback line along all road frontages;
- 2) revision of the site plan to illustrate a 6-foot high wooden privacy fence along the rear (East) property line;
- 3) revision of the site plan to provide a dumpster, in compliance with Section 64-4.D.9. of the Zoning Ordinance, and with a compliant sanitary sewer connection, or the placement of a note on the site plan stating that trash collection will be curb-side or via private pick-up service;
- 4) revision of the site plan to depict compliance with frontage trees, to be coordinated with Urban Forestry and the square footage and percentages of total and frontage landscaping;
- 5) labeling of any required detention area as common area and the placement of a note on the site plan stating that the maintenance of the common area is the responsibility of the property owners;

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827

Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4

September 7, 2012

Page 2

- 6) subject to the Engineering comments: *"Provide all of the required information on the Final Plat (i.e. signature blocks, signatures, certification statements, legal description, required notes). A signature block and signature for the Traffic Engineering Department shall be placed on the Final Plat. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). Any and all proposed development within the property lines will need to be in conformance with the Stormwater Management and Flood Control Ordinance (Mobile City Code, Chapter 17, Ordinance #65-007 & #65-045); the City of Mobile; Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Stormwater Runoff Control. A complete set of construction plans for the site work (including drainage, utilities, grading, stormwater systems, paving) will be required to be submitted with the Land Disturbance permit. These plans are to be submitted and approved prior to beginning any of the construction work;"*
- 7) compliance with Traffic Engineering comments: *"Driveway number, size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Curb-cuts should be limited to the existing curb-cuts on all three roadway frontages. Taking into consideration an upcoming safety project on this section of the Schillinger Road corridor, the southern driveway should be limited to a right-in, right-out only driveway;"*
- 8) subject to Fire Department comments: *"All projects within the City of Mobile Fire Jurisdiction must comply with the requirements of the 2009 International Fire Code, as adopted by the City of Mobile;"*
- 9) verification that the required rear privacy fence has been installed, with permits, prior to signing the Final Plat for the Subdivision; and,
- 10) submittal of two copies of a revised site plan prior to signing of the Final Plat for the Subdivision.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Dr. Victoria Rivizzigno, Secretary

By: _____

Richard Olsen

Deputy Director of Planning

cc: Rowe Surveying & Engineering Co., Inc.

Brick Walk Assoc. WOS LLC Pine Tree C/O Kleban Prop LLC & Walmart Tax Department PO 8050 Bentonville, AR 72716	Shorey Paul & Donna Shorey 955 N CHURCH ST SANTA ROSA BEACH, FL 32459	Southern Realestate A-Z LLC C/O VLADIMIR NOVIKOV 1600 ADEN RD MOBILE, AL 36695
Schillinger Town Center LLC C/O Burton Property Group LLC 41 W I65 Service Rd N Ste 310 Mobile, AL 36608	SHEPHERD JOHN 1610 ADEN RD MOBILE, AL 36695	1545 COLTER STREET 864 8TH ST MANHATTAN BEACH, CA 90266
Eastern Shore Holdings INC PO BOX 1357 Fairhope, AL 36533	TONY TIGER MOBILE LLC 3309 COLLINS LN LOUISVILLE, KY 40245	O BRIEN JEROME L & ANNE T PO BOX 6450 C/O WAFFLE HOUSE # 1303 NORCROSS, GA 30091
Mills William W JR, Timothy Hahn Mills 4625 Shannon CIR Pensacola, FL 32504	Schillinger Town Center LLC C/O Burton Property Group LLC 41 W I65 Service Rd N Ste 310 Mobile, AL 36608	O BRIEN JEROME L & ANNE T 7 WESTGATE RD MOBILE, AL 36609
Mills William W JR, Timothy Hahn Mills 4625 Shannon CIR Pensacola, FL 32504	TATE KATHY SCOTT PO BOX 202 STOCKTON, AL 36579	South Central Bell Tel Co %F C IZARD P O BOX 532 BIRMINGHAM AL, 35201
Cove Kimber's Developers 11478 Pine ST C/O Johnny Dudley Jacksonville, FL 32258	HOME DEPOT USA INC A PROPERTY TAX DEPT #0801 PO BOX 105842 ATLANTA, GA 30348	Pleasanton Hills Mobile Home Park LLC 11820 Fountain Way STE 202 Newport News, VA 23606
ACEE LLC C/O Aiwen L Kostmayer PO BOX 1333 Daphne, AL 36526	JOHNSTON SAM LLC 242 INVERNESS CENTER DR BIRMINGHAM, AL 35242	WILLIAMS FRANKIE E 7630 Old Government Street RD MOBILE, AL 36695
Diberville Properties LLC PO BOX 850098 Mobile, AL 36685	TYLER RIDGE LLC 242 INVERNESS CENTER DR BIRMINGHAM, AL 35242	NNN REIT LP 450 S ORANGE AVE STE 900 ORLANDO, FL 32801
Brew Horizons, LLC Westborough Office Park 2000 West Park Drive, Suite 130 Westborough, MA 01581	WESTWOOD PLAZA C/O AMELIA SMITH PO BOX 16167 MOBILE, AL 36616	NNN REIT LP 450 S ORANGE AVE STE 900 ORLANDO, FL 32801
GREENFAM ALABAMA VENTURES C/O WAWA CORPORATION ACCOUNTS 260 W BALTIMORE MEDIA, PA 190	COT 725 MOBILE LLC 200 S BISCAYNE BLVD # 7 MIAMI, FL 33131	TATE KATHY SCOTT 450 S ORANGE AVE STE 900 ORLANDO, FL 32801

182 EMERSON LLC, C/O RON
OFECK
2312 E 3RD ST
BROOKLYN, NY 11223

PALMER CLELAND REALTY
COMPANY
470 SCHILLINGER RD
S MOBILE, AL 36695

TATE LEE
PO BOX 202
STOCKTON, AL 36579



Agenda Item # 6

SUB-003332-2025 & MOD-003333-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

685 Schillinger Road South

Subdivision Name:

Resubdivision of Lot 4 Schillinger Towne Center,
Resubdivision of Lot A

Applicant / Agent:

Mike Tierney, Brew Horizons, LLC /
Jason Panicaro, HFA-AE

Property Owner:

Brick Walk Associates WOS, LLC & Pine Tree c/o
Kleban Properties, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with thirteen (13) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-two (22) conditions.

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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by commercial units.
 Residential units lie to the east.

APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



SITE HISTORY

In July 1996, the Planning Commission approved a four (4)-lot subdivision of the property, which at the time was located outside the city limits but within the five (5)-mile Extraterritorial Planning Jurisdiction. The subdivision plat was recorded in the Mobile County Probate Court in November 1996.

The property was later included in the West Mobile Annexation, adopted by the City Council in September 2007. As part of the annexation process, the property was rezoned from R-1, Single-Family Residential District, to B-3 Community Business District, with the rezoning formally adopted by the City Council on January 15, 2008.

At its September 6, 2012, meeting, the Planning Commission approved splitting Lot 4 of the original subdivision into two (2) new lots, labeled Lots A and B. This updated subdivision was officially recorded in the Mobile County Probate Court in December 2012.

At the same meeting, the Planning Commission also approved a Planned Unit Development (PUD) request to continue allowing shared access and parking across multiple developed building sites.

At its meeting on February 5, 2024, the Board of Zoning Adjustment approved a Sign Variance to allow informational signage exceeding 20 square feet for one of the site's tenants. However, no permits related to the variance were obtained prior to its expiration, and the approval subsequently lapsed.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the subject site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a PRELIMINARY PLAT for review. A Preliminary Plan was submitted.
- C. Provide reference, on the map and the description, to a monumented corner.
- D. Provide and label the monument set or found at each subdivision corner.
- E. Add a vicinity map and include street names.
- F. Provide a written legal description and matching bearing and distance labels for the proposed subdivision.
- G. Show and label each lot with a unique designator (i.e. LOT 1, LOT A).
- H. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
- I. Show and label each and every Right-Of-Way and easement.
- J. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- K. Provide the Surveyor's Certificate.
- L. Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures.
- M. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama

Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

- N. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- O. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- P. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- Q. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- R. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this request is to subdivide Lot A of the most recently approved subdivision into two (2) lots. The site is served by public water and sanitary sewer.

No plat was submitted as part of the request, but staff utilized the survey provided by the applicant to determine the site's compatibility with the Subdivision Regulations. A subdivision plat will be required for final approval of the request, per Section 5.A.

Neither of the proposed lots is currently labeled. Therefore, if approved, each lot should be clearly identified on the Final Plat, using designations such as "Lot A-1" and "Lot A-2," or a similar naming convention.

The larger proposed lot fronts Schillinger Road South, classified as a Principal Arterial Street with a required right-of-way width of 100 feet. It also has frontage along Thomas Road, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. While the survey shows variable right-of-way widths along both street frontages, aerial imagery and mapping data indicate that adequate right-of-way exists along Schillinger Road South and Thomas Road at this location.

Accordingly, the Final Plat should depict the greater of either the minimum existing right-of-way or the standard 100-foot right-of-way along Schillinger Road South. Similarly, the Final Plat should show the greater of the minimum existing right-of-way or the standard 50-foot right-of-way along Thomas Road.

The smaller of the proposed lots does not have frontage on a public street. According to Section 6.C.4. of the Subdivision Regulations, all lots outside of a private street subdivision are required to abut a dedicated and maintained public street. However, Article 3, Section 64-3-2.A. of the Unified Development Code (UDC) permits access to be provided via a recorded, dedicated easement or other legal instrument. This approach is further supported by Article 3, Section 64-3-4.B.1.(a) of the UDC, which encourages such arrangements to promote the safe and efficient functioning of the street network.

Given these provisions, a waiver of Section 6.C.4. of the Subdivision Regulations may be appropriate. While a cross-access easement may be recorded on the Final Plat, the concurrent application to amend the previously approved Planned Unit Development (PUD) overlay—if approved—would be sufficient to continue allowing shared access between the lots.

The proposed lots exceed the minimum size requirements for lots served by public water and sanitary sewer within the B-3, Community Business Suburban District. However, the survey does not include the lot sizes in square feet or acres, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. Therefore, if approved, each lot must be labeled with its size in both square feet and acres on the Final Plat, adjusted for any required dedication. Alternatively, a table containing this information on the Final Plat will satisfy the requirement.

No front yard setbacks are illustrated on either lot. Section 6.C.8. of the Subdivision Regulations requires front yard setbacks to be depicted on the Final Plat along all streets, with dimensions conforming to the standards of the underlying zoning district. In this case, Article 2, Section 64-2-14.E. of the UDC mandates a 25-foot front yard setback along each street frontage within a B-3 Suburban district. Therefore, the Final Plat must illustrate a 25-foot front yard setback along both Schillinger Road South and Thomas Road, adjusted as necessary for any required right-of-way dedication.

Because the smaller of the two lots lacks street frontage, no front yard setback is required, making a waiver of Section 6.C.8. of the Subdivision Regulations appropriate. However, this waiver should apply exclusively to the smaller lot. That same lot remains subject to the side and rear yard setback requirements outlined in Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for properties in the B-3 Suburban District. These setbacks are shown on the survey but are not mandated by the Subdivision Regulations. If approved, the side and rear yard setbacks should be removed from the Final Plat.

Multiple easements currently exist on the property, as shown on the most recently recorded subdivision plat. However, these easements are not depicted on the submitted survey. Therefore, if approved, all existing easements must be clearly illustrated on the Final Plat. Additionally, the Final Plat should include a note stating that no structures shall be constructed within any easement without the prior consent of the easement holder.

The survey does not provide the specifications for Final Plat approval regarding the general form, information to be shown, or attendant items required by Section 5.A. of the Subdivision Regulations. Such requirements include the items, notes, and certifications that should be placed on a subdivision plat. As such, the Final Plat should provide all the information required by Section 5.A. of the Subdivision Regulations, along with any additional information required by the Engineering Department.

Planned Unit Development Modification

The submitted site plan illustrates the redevelopment of a portion of Lot A from the most recently approved subdivision. A concurrent subdivision application proposes to divide this lot into two (2) separate parcels. Access

to the site will be provided through the remaining portion of Lot A, which will encompass the resulting building site. Two (2) structures are proposed: a 510-square-foot coffee shop and a 250-square-foot walk-in cooler.

In conjunction with the proposed subdivision, the Final PUD Site Plan should be revised to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request.

The sizes of the proposed buildings are labeled in square feet on the site plan and should be retained on the Final Planned Unit Development (PUD) Site Plan, if approved.

Additionally, the site plan must be revised to include the size of each proposed lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision request. Alternatively, this information may be provided in a table format on the Final PUD Site Plan.

Beyond the two (2) proposed structures, the site plan lacks the required details for the review of a Major PUD Modification, including off-street parking spaces, loading facilities, drive-thru lanes (if any), and related features. Furthermore, the plan omits details of the existing PUD development. Therefore, the following revisions are required:

- **Site Plan Revisions:** A revised site plan must be submitted showing full compliance with applicable Unified Development Code (UDC) standards. This includes:
 - A comprehensive site layout reflecting existing PUD improvements overlaid with the proposed development.
 - Off-street parking: The site plan must depict all proposed parking spaces. A table must be included listing the number of required and provided spaces. Per Table 64-3-12.1 of the UDC, three (3) spaces are required.
 - Curbing and/or wheel stops must be shown to demonstrate how vehicles will be prevented from encroaching beyond designated parking areas.
 - Lighting: If redevelopment results in ten (10) or more parking spaces, parking lot lighting is required per Section 64-3-9.C. A photometric plan must be submitted at the time of permitting.
 - Bicycle parking: Two (2) spaces are required, designed in accordance with Section 64-3-12.A.9, and must be illustrated on the revised site plan.
 - Loading: One (1) small off-street loading space is required per Section 64-3-12.B and must be depicted.
 - Drive-thru facilities (if proposed): Must be illustrated and comply with the vehicle stacking standards of Section 64-4-6.
 - Traffic circulation: Must be clearly shown and meet the maneuverability standards of Section 64-3-12.
 - Setbacks: All required front, side and rear yard setbacks must be illustrated and comply with the dimensional standards of Section 64-2-14.E.
- **Pedestrian Access:** No pedestrian walkway connecting the proposed buildings to a public sidewalk is shown. Given that the site was developed prior to annexation and lacks existing sidewalks, a pedestrian walkway is not required. However, if one is provided, it must comply with Section 64-3-3 of the UDC.

- **Building Elevations:** No elevation drawings were submitted. Proposed buildings must incorporate at least one element from each of the following design categories in accordance with Section 64-3-6:
 - Site Frontage
 - Building Form – Height
 - Building Form – Wall
 - Architectural Feature
- **Landscaping:** No landscaping or tree plantings are shown. A note must be added to the revised site plan stating that all landscaping will comply with Article 3, Section 64-3-7 of the UDC. A detailed landscape plan will be required at permitting.
- **Waste Management:** Dumpster pads are not shown, and no details on waste disposal are provided. A note must be added to the revised site plan stating that any dumpster installed must comply with the enclosure and placement standards in Section 64-3-13.A.4. Alternatively, a note may indicate that curbside waste collection will be used.
- **Signage:** No signage is illustrated, and no details regarding signage have been submitted. All signage must undergo separate review and permitting by the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor, with the appropriate electrical permits. Signage must comply with Section 64-4-14 of the UDC for commercial buildings with a single tenant.
- **Future Modifications:** Any future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council. A note reflecting this requirement must be added to the revised site plan.

If approved, a revised Modified PUD Site Plan—submitted in both hard copy and PDF formats—must be reviewed and approved by the Planning and Zoning Department prior to being recorded in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Sections 6.C.4. (no street frontage) and 6.C.8. (depiction of a front yard setback on a lot with no street frontage) of the Subdivision Regulations will be required and the following conditions could apply:

1. Provision of a subdivision plat in compliance with Section 5.A. of the Subdivision Regulations;

2. Revision of the Final Plat to clearly identify each lot using designations such as "Lot A-1" and "Lot A-2," or a similar naming convention;
3. Revision of the plat to depict the minimum existing right-of-way and, if less than 100 feet, dedication to provide 50 feet from the centerline of Schillinger Road South;
4. Revision of the plat to depict the minimum existing right-of-way and, if less than 50 feet, dedication to provide 25 feet from the centerline of Thomas Road;
5. Revision of the Final Plat to label each lot with its size in square feet and acres, adjusted for any required dedication, or provision of a table on the Final Plat with the same information;
6. Revision of the Final Plat to illustrate a 25-foot front yard setback along Schillinger Road South and Thomas Road;
7. Removal of the side and rear yard setbacks from the Final Plat;
8. Revision of the Final Plat to depict all existing easements;
9. Provision of a note on the Final Plat stating no structures shall be constructed within any easement without the prior consent of the easement holder;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

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

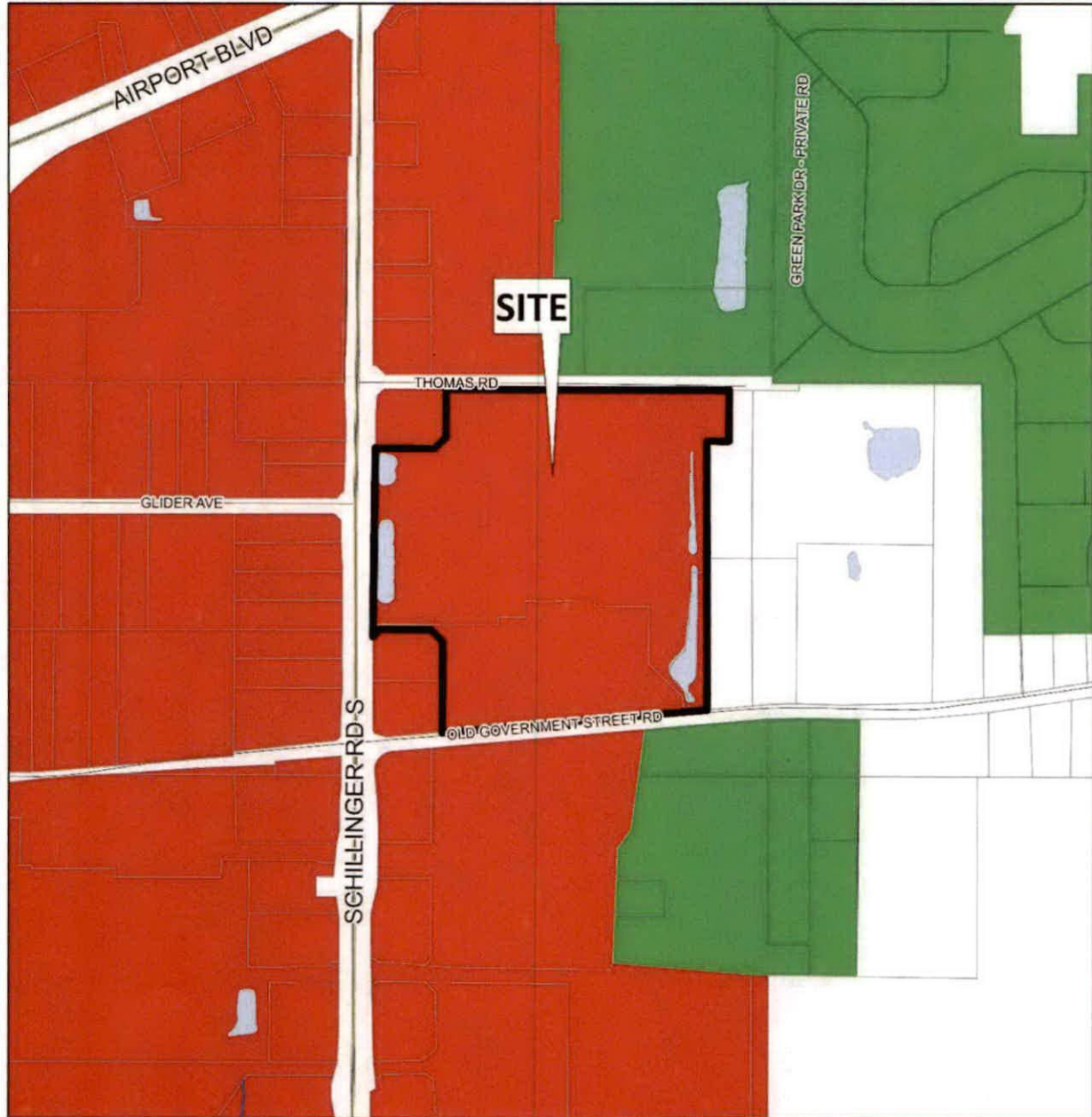
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in this staff report;
18. Compliance with all Traffic Engineering comments noted in this staff report;
19. Compliance with all Urban Forestry comments noted in this staff report;
20. Compliance with all Fire Department comments noted in this staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

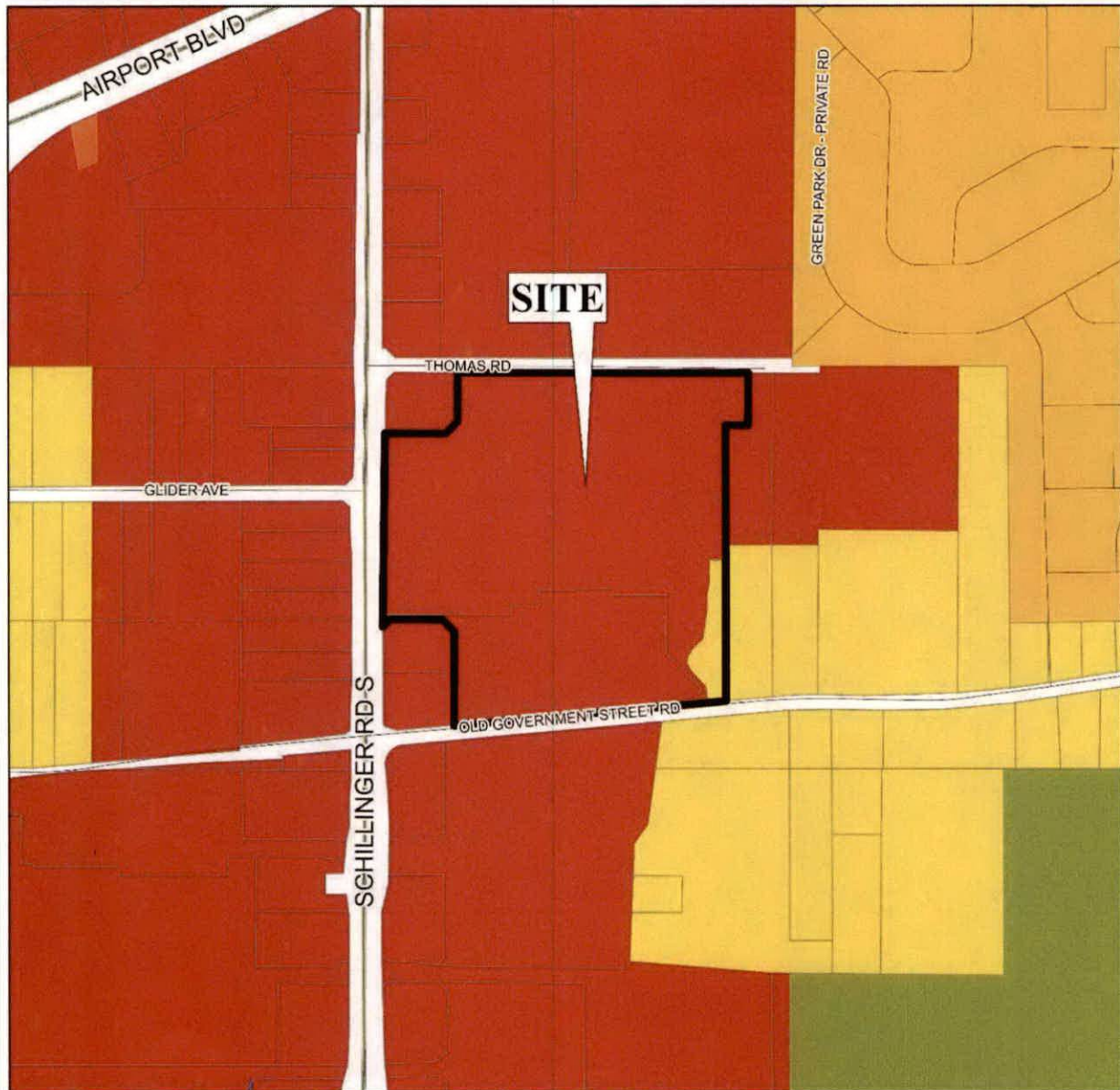
LOCATOR ZONING MAP



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



FLUM LOCATOR MAP

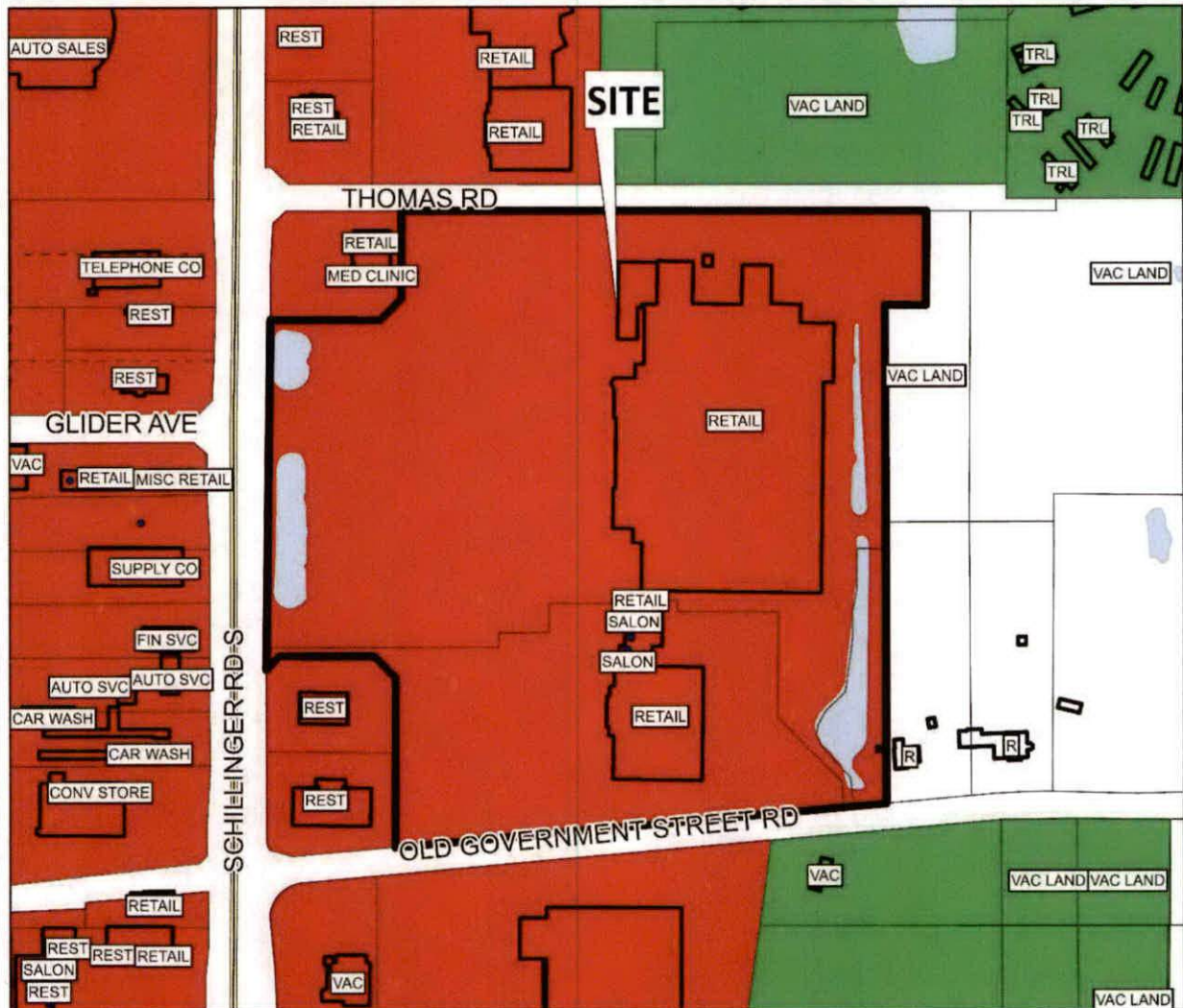


APPLICATION NUMBER 6 DATE June 12, 2025
 APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
 REQUEST Subdivision, PUD Mod

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.
Residential units lie to the east.

APPLICATION NUMBER 6 DATE June 12, 2025

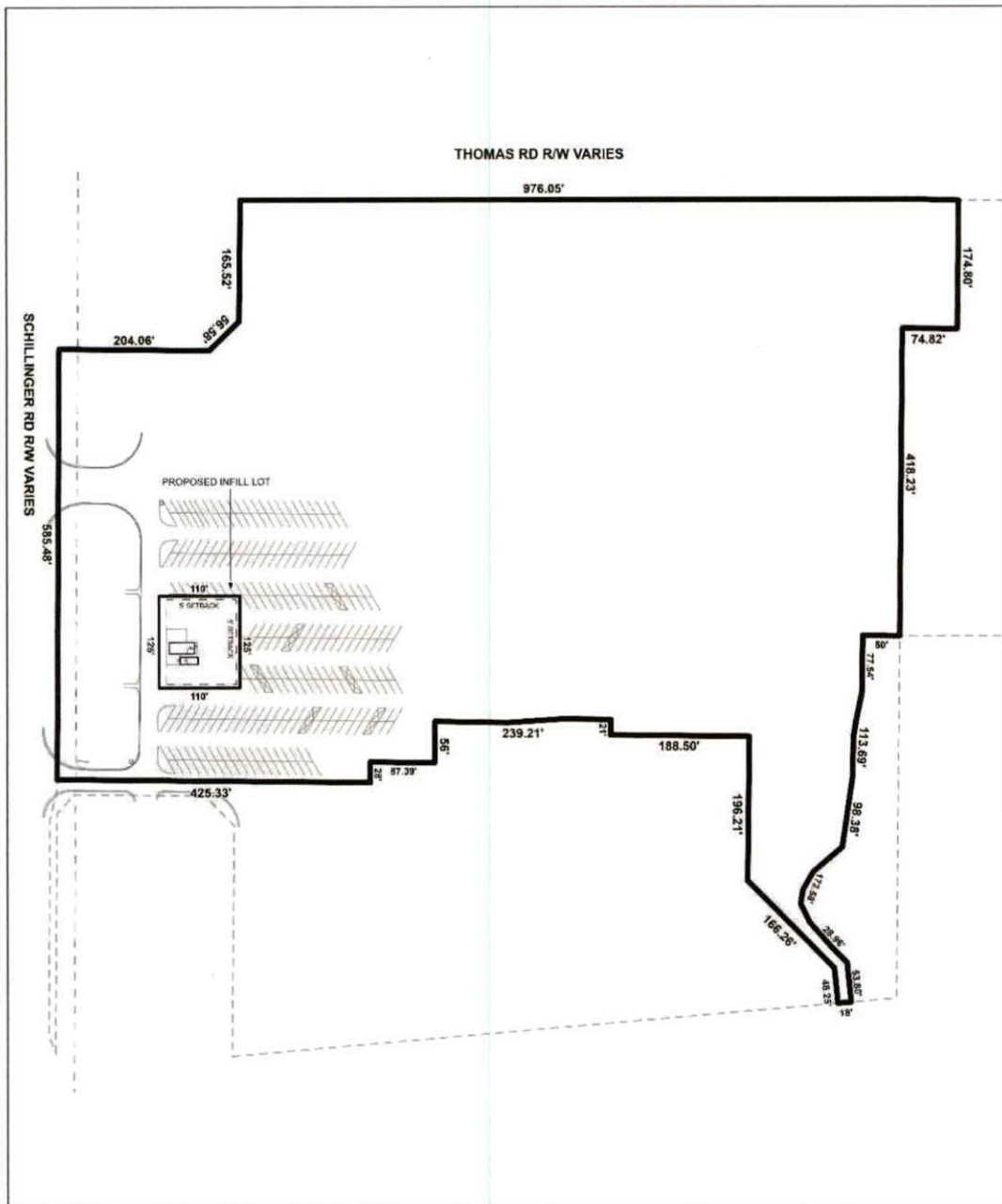
APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

REQUEST Subdivision, PUD Mod

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



SITE PLAN

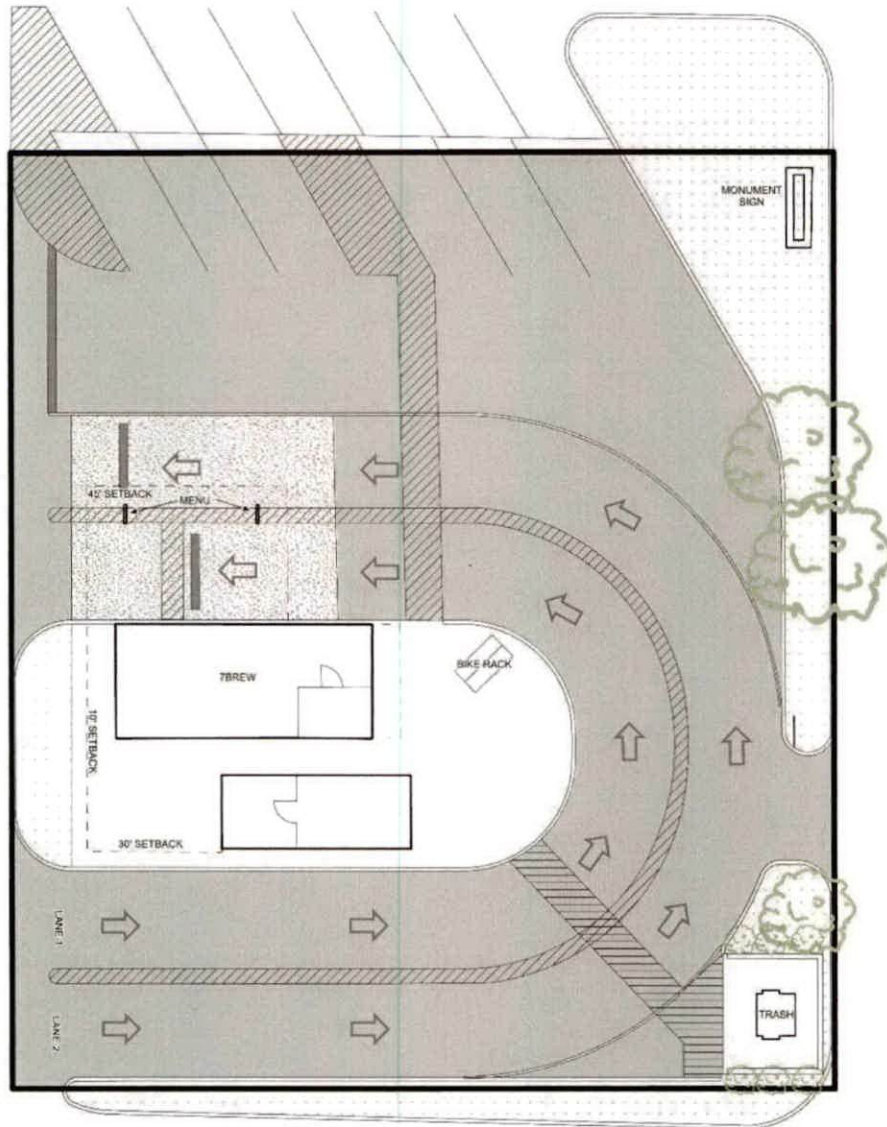


The site plan illustrates the proposed building, drives, parking, and setbacks.

APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		


 NTS

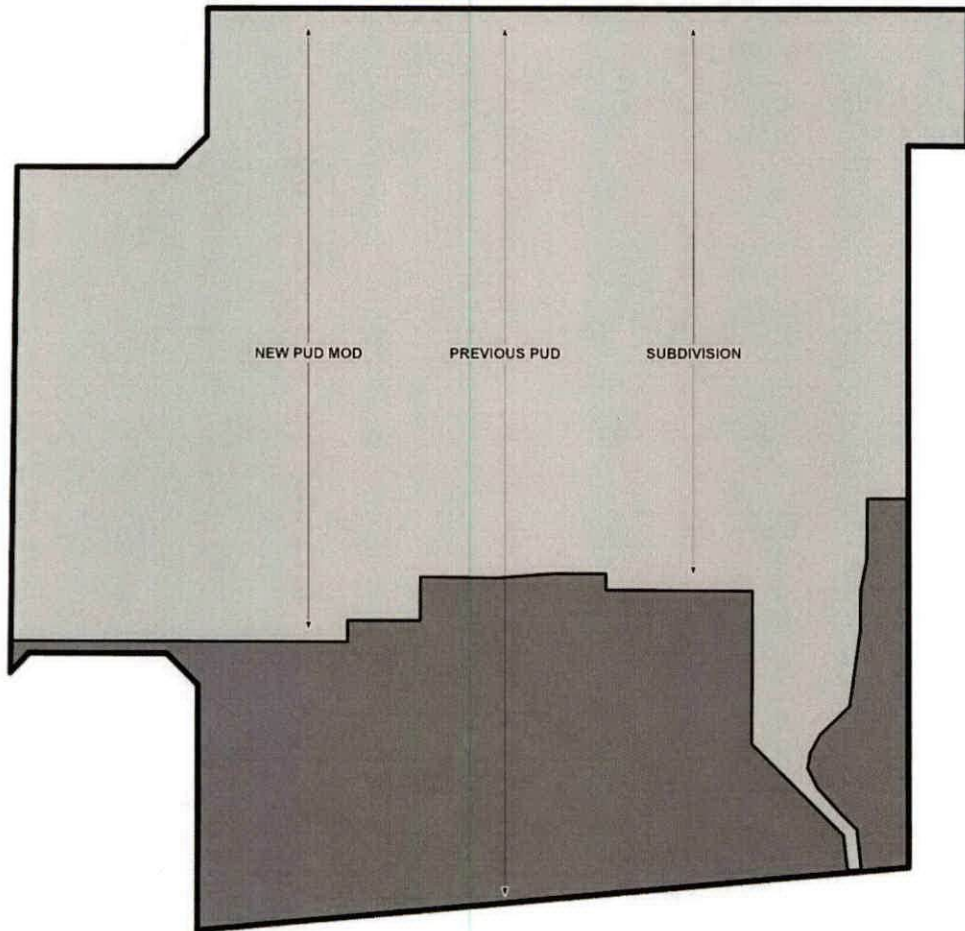
DETAIL SITE PLAN



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		

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NTS

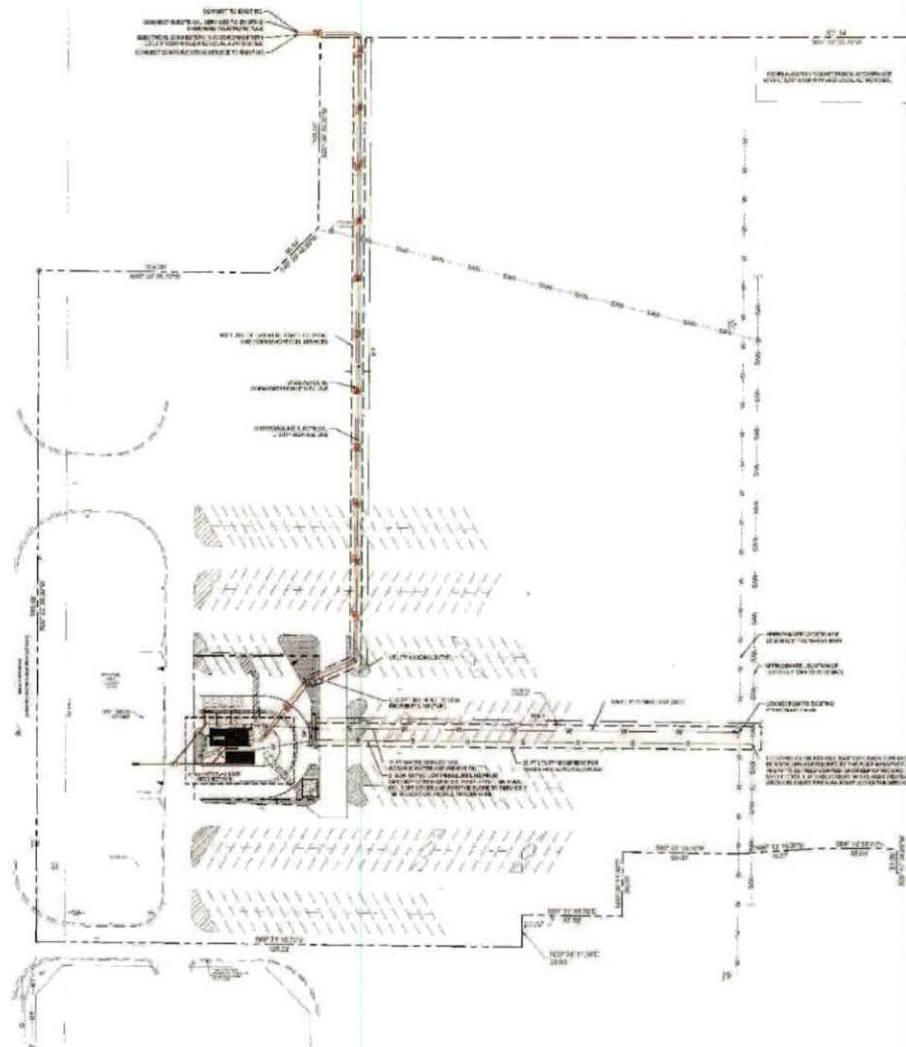
DETAIL SITE PLAN



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE June 12, 2025

APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

REQUEST Subdivision, PUD Mod

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■						□	
TWO-FAMILY RESIDENCE	R-2	■					■		■						□	○
MULTIPLE-FAMILY	R-3	○	■				■	■							□	○
RESIDENTIAL-BUSINESS	R-B		○				■		■						□	○
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■						□	
HISTORIC BUSINESS	H-B				■		■		■						□	
VILLAGE CENTER	TCD						■	■							□	
NEIGH. CENTER	TCD						■	■							□	
NEIGH. GENERAL	TCD						■								□	
DOWNTOWN DEV. DDD	T-6				■										□	
DOWNTOWN DEV. DDD	T-5.1				■		■		□						□	
DOWNTOWN DEV. DDD	T-5.2				■		■								□	
DOWNTOWN DEV. DDD	T-4				■		■		□						□	
DOWNTOWN DEV. DDD	T-3				■		■								□	
DOWNTOWN DEV. DDD	SD-WH										○	○			□	
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○			□	
BUFFER BUSINESS	B-1		□				□	■	■	■					□	○
NEIGH. BUSINESS	B-2		○				□	■	■	■					□	○
LIMITED BUSINESS	LB-2		○				□	■	■	■					□	○
COMMUNITY BUSINESS	B-3					■				■			○	○	□	○
GEN. BUSINESS	B-4				■					■			○	○	□	○
OFFICE-DISTRIBUTION	B-5									■	■				□	□
LIGHT INDUSTRY	I-1										■				□	□
HEAVY INDUSTRY	I-2											■			□	□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

Gauthier, Lana

From: cityofmobile@forms.dwdgo.net
Sent: Thursday, August 7, 2025 2:23 PM
To: City Clerk
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: Robert Clopton

Date To Address Council: 2025-08-¹⁹~~12~~

Address: 2612 Charlotte oks dr

Email: robertcloptonsr@gmail.com

Phone: 2512987896

Subject And Specific Questions: WAVE Transportation

Pertain To City Business: It affects a key constituency which affects us all

Signature: Robert Clopton

Signature Verify: X

Agree: X

Date Submitted: 2025-08-07 14:22:55

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Monday, August 11, 2025 9:54:45 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, August 11, 2025 9:53 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: Dr. David Blair

Date To Address Council: 2025-09-02

Address: University of South Alabama, Office of Military Services, 111 Student Services Drive, Suite 1345, Mobile, AL 36688

Email: drblair@southalabama.edu

Phone: (251)460-6230

Subject And Specific Questions: University of South Alabama, honored as a 2025-2026 Military Friendly School (Gold) and Purple Heart University, supports a substantial military-affiliated student body. The launch of the 251 Frontline Initiative will proactively address suicide ideation. Nationally, 12% of college students report suicide ideation, and veterans face suicide rates about 22% higher than non-veterans.

Pertain To City Business: Public Health - Suicidal ideation among students, especially veterans, impacts Mobile's mental health system and emergency services. Economic Impact - Military-affiliated students are part of the city's workforce pipeline; loss of life or untreated mental illness affects local productivity. Civic Responsibility - As a designated Military Friendly City and home to the USA, Mobile benefits from collaborating on prevention and intervention programs, such as 251 Frontline. Partnership Potential - City resources (public health, first responders, outreach programs) can coordinate with the university to expand impact.

Signature: Dr. David Blair

Signature Verify: X

Agree: X

Date Submitted: 2025-08-11 09:53:46

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, August 13, 2025 2:53:31 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, August 13, 2025 2:52 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Carrie R. Coats
Date To Address Council: 1925-08-19
Address: P.O. Box 11063 Chickasaw AL 36671
Email: kingdom.covenant@yahoo.com
Phone: 251 753-6253

Subject And Specific Questions: I would like to come before The City Of Mobile Councilmembers to present "Thank You Certificates to Mayor Stimpson & the following Mobile Councilmembers who has joined in to support this years 20th Annual Unity Walk 3-Day Community Event that is designed to bring PEOPLE TOGETHER from ALL WALKS OF LIFE. This event is also an On Site Platform for other agencies, orgs etc. to setup "Exhibit Areas" so that The Citizens of Mobile County will know what RESOURCES are available to them. 1) Councilmember Gina Gregory 2) Councilmember Cory Penn 3) Councilmember Joel Daves

Pertain To City Business: These Councilmembers gave "Discretionary Funds" to help with "the cost" for this Annual Community Event.

Signature: Carrie R. Coats

Signature Verify: X

Agree: X

Date Submitted: 2025-08-13 14:52:51

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



CITY CLERK DEPARTMENT

2025 AUG 14 AM 10:30

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

Your comments will be limited to three (3) minutes

Name:

Mr. James Robinson

Date:

8-14-25

Address:

2725 Josephine St

Phone:

251-809-8067

Email:

Date to Address City Council:

Subject and/or specific questions (must complete):

About the Traffic on my Street

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

Because this is a unsafe matter

Signature:

Mr. James Robinson



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

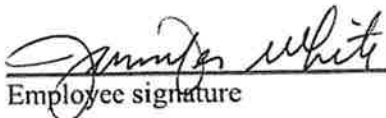
CAPITAL PROJECT NAME: CIP 2019 Airport Blvd Signal IMP

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:

Information contained in this message along with any attachment(s) may be confidential and protected by legal privilege. This message is meant solely for the use of the individual(s) to whom it is addressed. Viewing or the use of information and attachment(s) within this message without the expressed permission of Neel-Schaffer, Inc. is prohibited. If you are not the intended recipient of this message, Neel-Schaffer, Inc. requests you take immediate action to notify the sender of the error and that you delete this message and all attachments without modifying, copying or distributing its content.

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



RESOLUTION

Sponsored by: Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 7, 8 and 15;*** and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** described as:

**ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

Parcel Number: 28 08 38 4 001 063

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***secured/demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

June 10, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 17, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".
(See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 08 38 4 001 063

COUNCIL DISTRICT 5 – JOEL DAVES

**LEGAL DESCRIPTION: ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4000 SEABREEZE RD N/ 300-322 SEABREEZE CT

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/28/2025	Comments	

Property Score

Score	12	Score Description	STABILIZE
-------	----	-------------------	-----------

REVIEW COMMITTEE

SECURE



DEMOLITION



APPROVAL DATE

1-28-25 

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 04/28/2025

Property Address: 300-322 Seabreeze Ct/4000-4016, 351-357 Seabreeze N&E **District No:** 5

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.









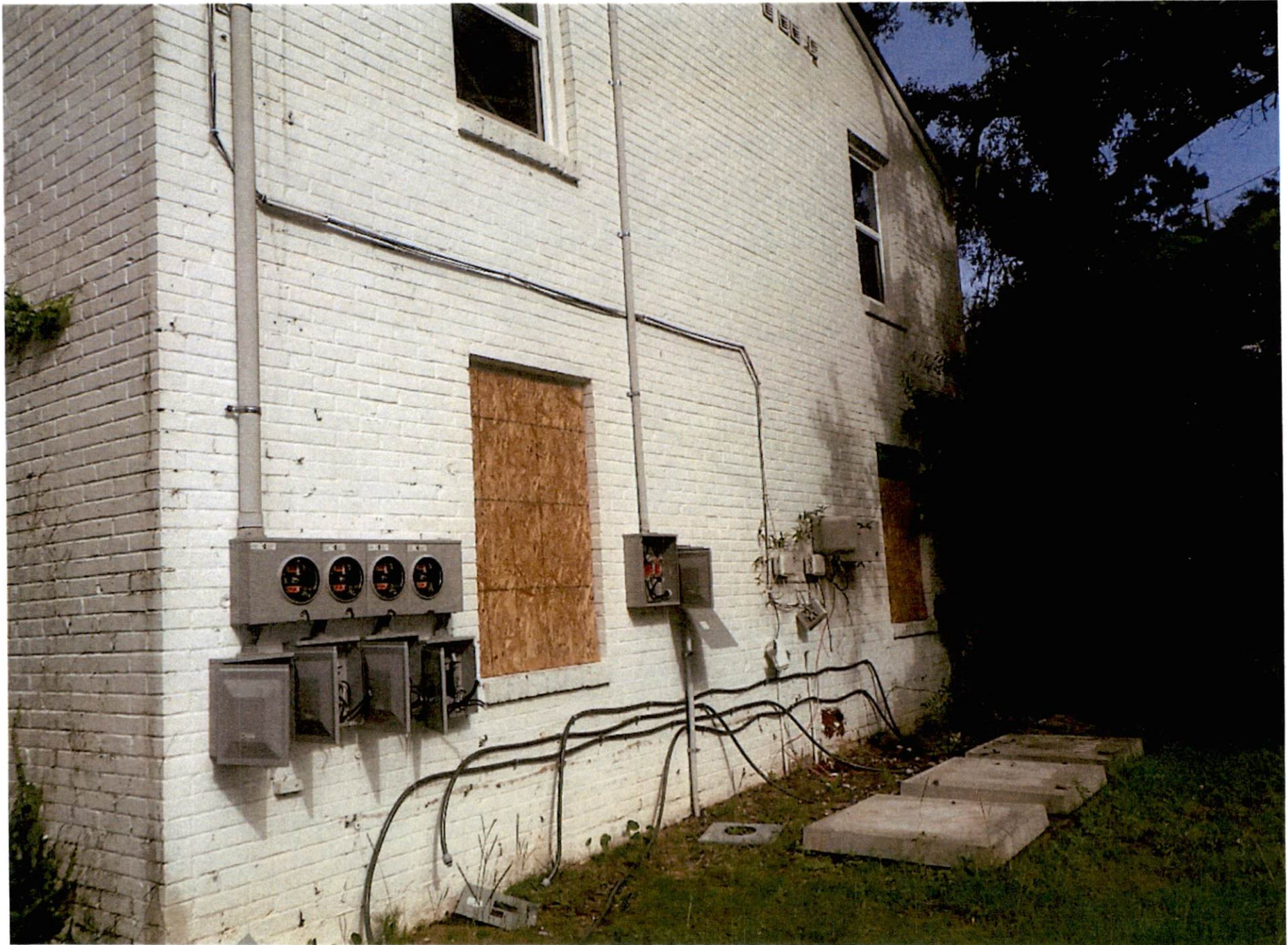






























































































































Affidavit of Mailed Notice



June 10, 2025

State of Alabama
County of Mobile

Subject Property – 4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

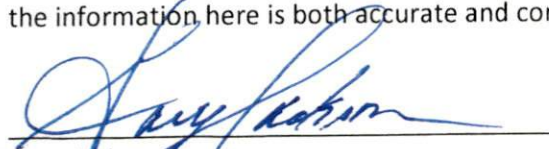
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.



Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Road North
Mobile, AL 36609

April 30, 2025

RE: 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315,
316, 317, 318, 319, 320, 322 Seabreeze Court, 351, 353, 355, 357, 359
Seabreeze Road East, 3980 Cresthaven Road, 4000, 4002, 4004, 4008, 4010, 4012,
4014, 4016 Seabreeze Road North
Project Number: ME-004-25

Dear Berkshire Apartments LLC, Berkshire Apartments TIC SL LLC:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 322 Seabreeze Court, 351, 353, 355, 357, 359 Seabreeze Road East, 3980 Cresthaven Road, 4000, 4002, 4004, 4008, 4010, 4012, 4014, 4016 Seabreeze Road North.

I. **PROPERTY** The legal description of the Property is as follows:

ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001

Parcel Number: 28 08 38 4 001 063

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 13, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 13, 2025**, provide the Code Official with a work plan to accomplish the repairs by **June 13, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 13, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on June 17, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4021 Seabreeze Road N

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Berkshire Apartments LLC, a Delaware limited liability company (60% undivided interest), and Berkshire Apartments TIC SL LLC, A Delaware limited liability company (40% undivided interest).

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- 1 Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
4021 Seabreeze Rd N
Mobile AL 36609
Main apartment address for multiple parcels –
Subject/location address per Google.
- 2 Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
888 Woodmere PL Ste C
Woodmere NY 11598-2016
Alabama Secretary of State website Principle
Address. Revenue Commission mailing address.
Warranty Deed mailing address.
- 3 Berkshire Apartments LLC
Berkshire Apartments TIC SL LLC
c/o Vcorp Agent Services, Inc
2 North Jackson St Ste 605
Montgomery AL 36104
Registered Agent address

**TAX STATUS: 2024 TAXES ON ALL PARCELS ARE
CURRENT – BUSINESS PERSONAL PROPERTY TAXES
ARE DUE – MUST CONTACT PERSONAL PROPERTY
DEPARTMENT TO GET TOTAL DUE WITH INTEREST.**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 7, 8 and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4000-4016 SEABREEZE ROAD NORTH, 351-359 SEABREEZE ROAD EAST, 300-322 SEABREEZE COURT & 3980 CRESTHAVEN ROAD** described as:

**ALL OF BLK D BERKSHIRE APTS SUB MBK 8 PG 40 #SEC 38 T4S R2W
#MP28 08 38 4 001**

Parcel Number: 28 08 38 4 001 063

Last Assessed to: BERKSHIRE APARTMENTS LLC 60% UNDIV INT & BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***secured/demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Sandy 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:

Lana Gauthier

Lana Gauthier



July 3, 2025

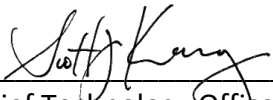
Re: Laserfiche Document Management Software

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*

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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>
MCCi ANNUAL SUBSCRIPTION				
☒ 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
MCCi Annual Recurring Subscription Subtotal				\$42,049.50
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$42,049.50

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
MCCi SERVICE PACKAGES				
☒ Managed Cloud Setup Package - Laserfiche V300	1	\$3,995.00	\$3,795.25	\$3,795.25
Service Packages Subtotal				\$3,795.25
GRAND TOTAL - ONE-TIME SERVICES				\$3,795.25
TOTAL MCCi MANAGED CLOUD PROJECT COST				\$45,844.75

**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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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 19, 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:

Lana Gauthier

Lana Gauthier

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
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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	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
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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.			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
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1	1000.30.15.1510.1510.1510.0000.0000.47020.			292.10
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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

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
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1 1000.30.15.1510.1510.1510.0000.0000.47020.			13163.50
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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 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
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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			
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
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			

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	130082				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

CRANBERRY TOWNSHIP, PA 16066

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Fax 724-733-9280

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
	2851 OLD SHELL ROAD MOBILE, AL 36607			

016	BREATHING EQUIP FIREMEN, PART: 10047528 CAP, SPRING, FIREHAWK, CBRN; 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
 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
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1	6120.70.15.0000.0000.1510.0000.0000.42150.			7106.00
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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 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
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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			
018	BREATHING EQUIP FIREMEN, PART: 10163924 KIT, OVERHAUL, G1, PRESSURE REDUCER; 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			

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
	2851 OLD SHELL ROAD MOBILE, AL 36607			
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**

- 1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN):
334511, 334519, 339112, 339113PA, 339113R, 339920
- 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
- 1c. SERVICES UNDER THIS SCHEDULE: N/A
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.
3. MINIMUM ORDER: \$100.00
4. GEOGRAPHIC COVERAGE: 50 United States, District of Columbia and US Territories
5. POINT OF PRODUCTION:
- MSA Safety Sales, LLC
3880 Meadowbrook Road
Murrysville, PA 15668-2937 (Westmoreland County)
- MSA Safety Sales, LLC
352 White Street
Jacksonville, NC 28546-6797 (Onslow County)
- MSA Safety Sales, LLC
1000 Cranberry Woods Drive
Cranberry Township, PA 16066-5207 (Butler County)
- MSA Mexico Fraccionamiento Industrial
Avenida Del Conde #6
El Marques, Queretaro Mexico
- MSA Auer
Thiemannstrasse 1
D-12059 Berlin Germany
- MSA Sordin
Rorlagervagen 8
SE-33153 Varnamo, Sweden
- MSA Latchways
Hopton Park
Devizes
Wiltshire, UK SN10 2JP, United Kingdom
- MSA France
Zone Industrielle Sud
Chattillion Sur Chalaronne 01400 France
6. BASIC DISCOUNT OR NET GOVERNMENT PRICE: The pricing shown in this schedule reflects the GSA net price (discounts have already been applied.)
7. QUANTITY DISCOUNT: Additional 2% discount for orders over \$100,000
8. PROMPT PAYMENT TERMS: Net 30
- 9a. GOVERNMENT PURCHASE CARD (GPC): GPC is accepted at or below the micro-purchase threshold
- 9b. GPC is accepted above the micro-purchase threshold
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.
- 11a. TIME OF DELIVERY: 60 days after receipt of order (ARO)
- 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.
- 11c. OVERNIGHT & 2-DAY DELIVERY: See 11b. Expedited above
- 11d. URGENT REQUIREMENTS: See 11b. Expedited above
12. FOB POINT: Destination - Continental US
- 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
- 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)
14. PAYMENT ADDRESS:
MSA Safety Sales, LLC
PO Box 734143
Chicago, IL 60673-4143
15. WARRANTY PROVISION: Standard Commercial
16. EXPORT PACKING CHARGES: In accordance with clause F-FSS-736-A, Export Traffic Release
17. TERMS AND CONDITIONS OF GPC ACCEPTANCE: Payment by Government Purchase Card (GPC accepted without additional discount).
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.
19. TERMS AND CONDITIONS OF INSTALLATION: N/A
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
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SOURCE: N/A
21. LIST OF SERVICE AND DISTRIBUTION POINTS: Call 1-866-MSA-1001
22. LIST OF PARTICIPATING DEALERS: N/A
23. PREVENTIVE MAINTENANCE: See data included with product.
- 24a. ENVIRONMENTAL ATTRIBUTES: N/A
- 24b. ELECTRICAL INFORMATION AND TECHNOLOGY (EIT): Compliant to Section 508
25. UNIQUE ENTITY IDENTIFIER (UEI): EDJPMQN1HSJ1
26. SYSTEM AWARD MANAGEMENT (SAM): SAM certified



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Forrester, City Engineer

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Sandy 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:

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 \$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 19, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Sandy 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_ARS_Contractpack

REVIEWERS:

Lana Gauthier

Lana Gauthier

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.

Init.

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User Notes:

(1346975032)

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
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§ 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.)

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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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User Notes:

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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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User Notes:

(1346975032)

individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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User Notes:

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: 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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User Notes:

(1346975032)

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 R. Love, 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.



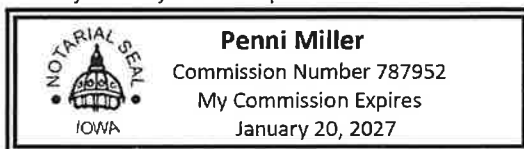
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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.

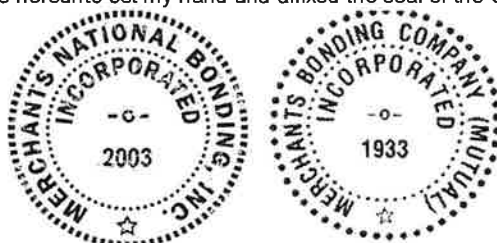


(Expiration of notary's commission does not invalidate this instrument)

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.

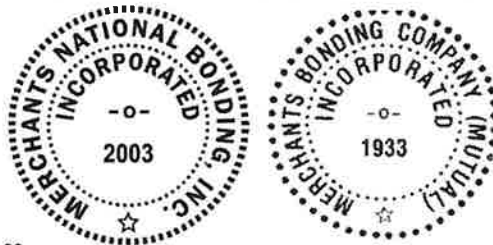
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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.



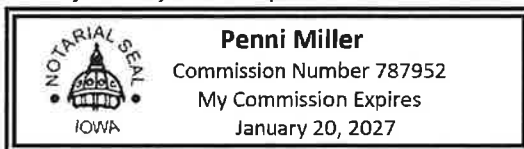
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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 (X)	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	
		PHONE (A/C, No. Ext): 205-352-2335	FAX (A/C, No): 205-409-2800
		E-MAIL ADDRESS: JUSTIN@TERRYINSURE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: CRUM & FORSTER	44520
INSURED	ADVANCED ROOFING SOLUTIONS, LLC. dba MILLER ROOFING 1001 30TH AVE NORTHPORT, AL. 35476	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 ☒ EXCESS LIAB	☒	☒	863BE11037	02/11/2025	02/11/2026	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE						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 E-MAIL ADDRESS: workersfirst@ccmsi.com FAX (A/C, No): 217-477-6772
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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	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
B		N/A					

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 Renfroe

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*

WC 00 03 13
(Ed. 4-84)



AIA®

Document A201™ – 2007

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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User Notes:

(1383216234)

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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

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.

§ 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~~ 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~~ 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"

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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

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; 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

Init.

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User Notes:

(1383216234)

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

CONTRACT #5459



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

Gina Gregory, Councilmember

Sandy 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:

Lana Gauthier

Lana Gauthier

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,

A handwritten signature in blue ink, appearing to read 'Stacey Guarino', is written over a dashed horizontal line.

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		\$60.00/Set of 4
(SESI Made Samples)		\$75.00/Set of 5
		\$90.00/Set of 6
CURING & TESTING CONCRETE CYLINDERS		\$25.00/each
(Contractor/Client Made Samples Delivered to Lab)		
SUBCONTRACT SERVICES		Cost + 15%

IV. PILE TESTING SERVICES

STATIC PILE LOAD TEST		\$2000.00 /each
(Compression, Tension, Lateral)		
*Piling contractor to provide ram, jack, operator and reaction frame.		
HIGH STRAIN DYNAMIC TESTING (PDA)		
Data Acquisition		\$2,500.00/Per Trip
Reporting & CAPWAP Analysis		\$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)		
Data Acquisition (up to 10 piles)		\$2,500.00/day
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

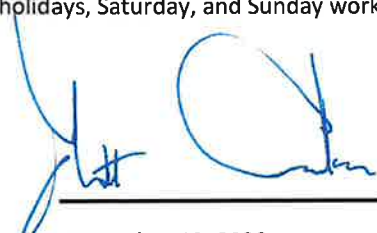
Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings and consultation as pertained to the practice of geotechnical engineering, environmental consultation 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

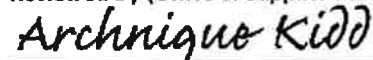
Telephone Number

Forresterj@cityofmobile.org

Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)



(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. _____

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4154 and 4164 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 15, 2025**, a public hearing will be held on the **19th** day of **August**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 4154 and 4164 Moffett Road from B-2, Neighborhood Business Suburban District, to I-1, Light Industry District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

LOT 1, WOLF RIDGE COMMERCIAL PARK, AS RECORDED IN MAP BOOK 112 PAGE 120, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-2, Neighborhood Business Suburban District, to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an I-1, Light Industry District, until the condition set forth below has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of August, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 23rd day of July, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4154 & 4164 Moffett Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in I-1 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in I-1 districts until the following condition has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

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

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

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

LOT 1, WOLF RIDGE COMMERCIAL PARK, AS RECORDED IN MAP BOOK 112 PAGE 120, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **I-1, Light Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **I-1, Light Industry District**, until the condition set forth below has been complied with: 1. Full compliance with all other municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Kari Givens, Byrd Surveying, Inc.
4154 & 4164 Moffett Road
Council District 1
Cory Penn



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

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

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 12, 2025, considered the request of **Kari Givens, Byrd Surveying, Inc.**, for a change in zoning from **B-2, Neighborhood Business Suburban District**, to **I-1, Light Industry District**, for the property located at **4154 & 4164 Moffett Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council to Rezone the site to I-1, with the following condition:

1. Full compliance with all other municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 13, 2025

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 4154 & 4164 Moffett Road
ZON-UDC-003351-2025
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).

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

At its meeting on June 12, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **I-1, Light Industry District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **I-1, Light Industry District**, to the City Council, subject to the following condition(s):

1. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003351-2025 4154 & 4164 Moffett Road
June 13, 2025

The advertising fee for this application is based on the current legal description is **\$268.66**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

May 21, 2025

PUBLIC HEARING NOTICE



Re: 4154 & 4164 Moffett Road
ZON-UDC-003351-2025
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, June 12, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, June 11, 2025, to allow adequate time for the Commission members to review the information.

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



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023

	Owner	Design Professional
Name:		
Firm:	MOJO PARTNERSHIP	
Phone:		
Email:		
Address:	3378 MOFFETT ROAD, MOBILE, 36607	

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

4154 & 4164 MOFFETT ROAD	1.90 ACRES
Property Address	Property Area (acres or square feet)
KEY #00436932	
Parcel Number(s) or Key Number(s)	
B-2	I-1
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

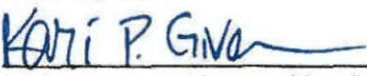
This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

 Owner Signature	5/7/2025 Date
 Applicant or Agent Signature (if applicable)	3/28/2025 Date

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

 Applicant or Agent Signature	3/28/2025 Date
---	-------------------

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
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Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

THERE ARE MULTIPLE BUSINESS CLASSIFICATIONS IN THIS AREA AND THE FLUM IS FOR A MIXED COMMERCIAL CORRIDOR.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

I-1

Requested Zoning

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

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

THIS PROPERTY HAS BEEN VACANT FOR A LONG TIME. DEVELOPMENT WILL CREATE ACTIVITY IN THIS LOCATION THAT WILL HELP PREVENT VANDALISM AND THEFT.

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

THE PROPERTY HAS BEEN FOR SALE WITH NO INTEREST IN DEVELOPING IN THE CURRENT B-2 ZONE CLASSIFICATION. THERE IS ALSO A VACANT RESTUARANT IN THE AREA THAT HAS BEEN FOR SALE. NEW DEVELOPMENT IN THIS AREA IS NEEDED.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Revised February 2023

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

THERE HAS NOT BEEN ANY DEVELOPMENT IN THIS AREA FOR MANY YEARS.

2. Describe the surrounding land uses.

TO THE NORTH IS A MAUSELEUM CEMETERY, TO THE EAST IS SEVERAL OLDER RESIDENCES, AUTO TITLE STORE, PAWN SHOP. TO THE SOUTH IS A VACANT RESTAURANT, OLDER OFFICE BUILDING WITH ONLY A FEW TENANTS, HOUSE FOR SALE, AND A CHURCH. TO THE WEST IS A NEW AND USED TIRE SHOP.

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

THERE SHOULD BE NO ADVERSE IMPACTS TO THE NEIGHBORHOOD.

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

ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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

ACTIVITY IN THE AREA WILL HELP DETER CRIME.

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023

STATE OF ALABAMA

2010047333 Book-6689 Page-30
Total Number of Pages: 2

DOMESTIC

REGISTERED LIMITED LIABILITY PARTNERSHIP

INSTRUCTIONS (PLEASE TYPE)

(Check One)

- ☒ **REGISTRATION:** COMPLETE ITEMS I, II, III, IV, AND V * THE NAME MUST CONTAIN THE WORDS LIMITED LIABILITY PARTNERSHIP OR THE ABBREVIATION L.L.P. OR LLP * THE SECRETARY OF STATE'S FILING FEE IS \$40.00 * THE JUDGE OF PROBATE'S BASE FILING FEE IS \$35.00.
- ☐ **CANCELLATION:** COMPLETE ITEMS I, V AND VI * There is no Secretary of State cancellation fee. Contact the Judge of Probate to verify fee.

PURSUANT TO 10-8A-1001(a), 10-8A-1002 OR 10-8A-1005 OF THE CODE OF ALABAMA (1975) THE UNDERSIGNED HEREBY MAKES THE FOLLOWING REGISTRATION/CANCELLATION OF REGISTERED LIMITED LIABILITY PARTNERSHIP.

I The name of the Registered Limited Liability Partnership:

Mojo Partnership, LLP

(The name must contain the words Limited Liability Partnership, L.L.P. or LLP)

II The **name** and **street address** (no P.O. Box) of the agent for service of process:

Elliot B. Maisel, 3378 Moffett Road, Mobile, AL 36607

III The **mailing address** of the Registered Limited Liability Partnership:

3378 Moffett Road, Mobile, AL 36607

IV The **street address** of the principal office of the Registered Limited Liability Partnership:

3378 Moffett Road, Mobile, AL 36607

V Statement of nature of business/reason for filing statement of cancellation:

The nature of the business is to acquire and develop, manage, improve, lease, mortgage and make any and all kinds of contracts with respect to real and personal property.

VI The date of initial registration: 8/13/10 The county of initial registration: Mobile County

Date 8/13/10

Signature of Partner

Signature of Partner

State of Alabama-Mobile County
I certify this instrument was filed on:
August 18, 2010 @ 8:34:13 AM

RECORDING FEE	\$35.00
S.R. FEE	\$2.00
RECORDING FEES	\$1.00
<u>TOTAL AMOUNT</u>	<u>\$38.00</u>

2010047333
Don Davis, Judge of Probate

Letter to Neighbors

Mojo Partnership LLC

3378 Moffett Road

Mobile, AL 36607

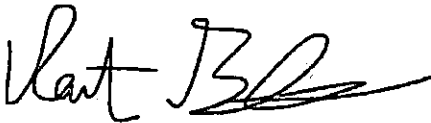
Dear Neighbor,

The owners of the vacant land located at 4164 Moffett Rd are proposing to rezone the property from B-2 to I-1 for the purpose of allowing a commercial paving business to be located there. This location will solely be used to store equipment and will eventually have an office and small warehouse for the business. The equipment stored there will be tractors, graders, pavers, rollers, a dump truck, and potentially other similar equipment. Most days the equipment will be on job sites and then brought back in the evenings for secure storage. The site will be owner-occupied, and the owner is intent on keeping it clean and neat.

These plans will be further explained at a neighborhood meeting located at the Right Way Christian Center, 4712 Moffett Rd at 4:15 on May 13, 2025. We hope to see you there.

Sincerely,

Robert Bronstein

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

Mojo Partnership



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, ELLIOTT MASEL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of MOJO PARTNERSHIP, a corporation for the property located within the city limits of Mobile, Alabama at 4154 & 4164 MOFFETT ROAD.

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

BYRD SURVEYING

Designee (1)

bvrd@bvrdsurveying.biz

Email

251-476-5010

Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

5/7/2025

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile - Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: _____

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

Neighborhood Meeting Date: May 13, 2025

Neighborhood Meeting Time: 4:15

Neighborhood Meeting Location: Right Way Christian Center - 4712
Moffett Rd

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

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

Applicant's Name: Mojo Partnership
(First Name & Last Name)

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

[Signature]

Date: May 13, 2025

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

NEIGHBORHOOD MEETING - SIGN IN SHEET

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

NEIGHBORHOOD MEETING MINUTES

No neighbors attended the meeting, so there are no minutes to submit.

Letter to Neighbors

Mojo Partnership LLC

3378 Moffett Road

Mobile, AL 36607

Dear Neighbor,

The owners of the vacant land located at 4164 Moffett Rd are proposing to rezone the property from B-2 to I-1 for the purpose of allowing a commercial paving business to be located there. This location will solely be used to store equipment and will eventually have an office and small warehouse for the business. The equipment stored there will be tractors, graders, pavers, rollers, a dump truck, and potentially other similar equipment. Most days the equipment will be on job sites and then brought back in the evenings for secure storage. The site will be owner-occupied, and the owner is intent on keeping it clean and neat.

These plans will be further explained at a neighborhood meeting located at the Right Way Christian Center, 4712 Moffett Rd at 4:15 on May 13, 2025. We hope to see you there.

Sincerely,

Robert Bronstein

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

Mojo Partnership



April 29, 2025



April 29, 2025



April 29, 2025



April 29, 2025

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

MOJO Partnership
3378 Moffett Road
Mobile, AL 36607

Moffett Ridge Center, LLC
305A Equipment Court
Lawrenceville, GA 30046

CIS Agency, Inc.
950 S. Broad Street
Mobile, AL 36603

Truc Mai
25471 Alisal Avenue
Laguna Hills, CA 92653

Linda F. Walley, Trustee
4240 Fort Kali Oka Road
Saraland, AL 36571

Douglas B. Walley
4080 Fort Kali Oka Road
Saraland, AL 36571

Faith Challengers Ministries, Inc.
5420 Saint Stephens Road
Eight Mile, AL 36613

Ayyub Williams
800 Rowell Street
Mobile, AL 36606

Thomas K. King, Jr.
14 Queensway
Mobile, AL 36608

Emily R. Mason
P. O. Box 9341
Mobile, AL 36691

Joe Walvis
c/o Joseph S. Smith
P. O. Box 790
Grand Bay, AL 36541

Louis & Marsha Ann Naman
3300 Schillinger Road S.
Mobile, AL 36695

Moffit Equities, LLC
14 Steuben Lane
Jackson, NJ 08527



Agenda Item # 5

ZON-UDC-003351-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

4154 & 4164 Moffett Road

Applicant / Agent:

Kari Givens, Byrd Surveying

Property Owner:

Mojo Partnership

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

I-1, Light Industry District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

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

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	5	DATE	June 12, 2025
APPLICANT	Kari Givens, Byrd Surveying, Inc.		
REQUEST	Rezoning From B-2 to I-1		
			 NTS

SITE HISTORY

The site was previously developed with a shopping center. A Planning Approval was granted by the Planning Commission at its June 15, 2000 meeting to allow a redemption game arcade in the shopping center.

In October 2006, the site went before the Planning Commission to receive approval for a two-lot Subdivision and to rezone the property from R-1, Single-Family Residential District to B-2, Neighborhood Business District. The Subdivision was recorded in Probate Court, and the rezoning was finalized by the City Council. The Subdivision and Rezoning were approved with the following conditions:

- 1) The subdivision is limited to two curb cuts to Moffett Road, size, location and design to conform to AASHTO standards, and to be approved by Traffic Engineering and ALDOT; and
- 2) The subdivision is limited to two curb cuts to Wolf Ridge Road, size, location and design to conform to AASHTO standards, and to be approved by Traffic Engineering.

In May 2009, a demolition permit was issued for the demolition of the shopping center.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

The subdivision is limited to two curb cuts to Moffett Road with size, location, and design to be approved by Traffic Engineering and ALDOT and conform to AASHTO standards; and the subdivision is limited to two curb cuts to Wolf Ridge Road with size, location, and design to be approved by Traffic Engineering and conform to AASHTO

standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

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

The site abuts property to the West that is currently zoned B-2 and used as a tire store. Adjacent to the North is an R-1 property developed with mausoleums. Immediately abutting the property to the South is a gas station zoned B-2. Properties to the South, across Moffett Road, are zoned B-3, Community Business Suburban District and are commercially developed, but currently vacant. Properties to the East, across Wolf Ridge Road are zoned R-1 and are either vacant or being developed residentially.

The applicant states the site is proposed to be used by a commercial paving business that will store equipment such as tractors, graders, pavers, rollers, dump trucks, etc. on site, with a possible office and warehouse in the future. The site plan submitted with the rezoning application depicts existing asphalt, with a proposed equipment/storage area to have aggregate surfacing. It should be noted that if approved, the site will be required

to come into full compliance with the Unified Development Code (UDC) regulations regarding the Spring Hill Overlay.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

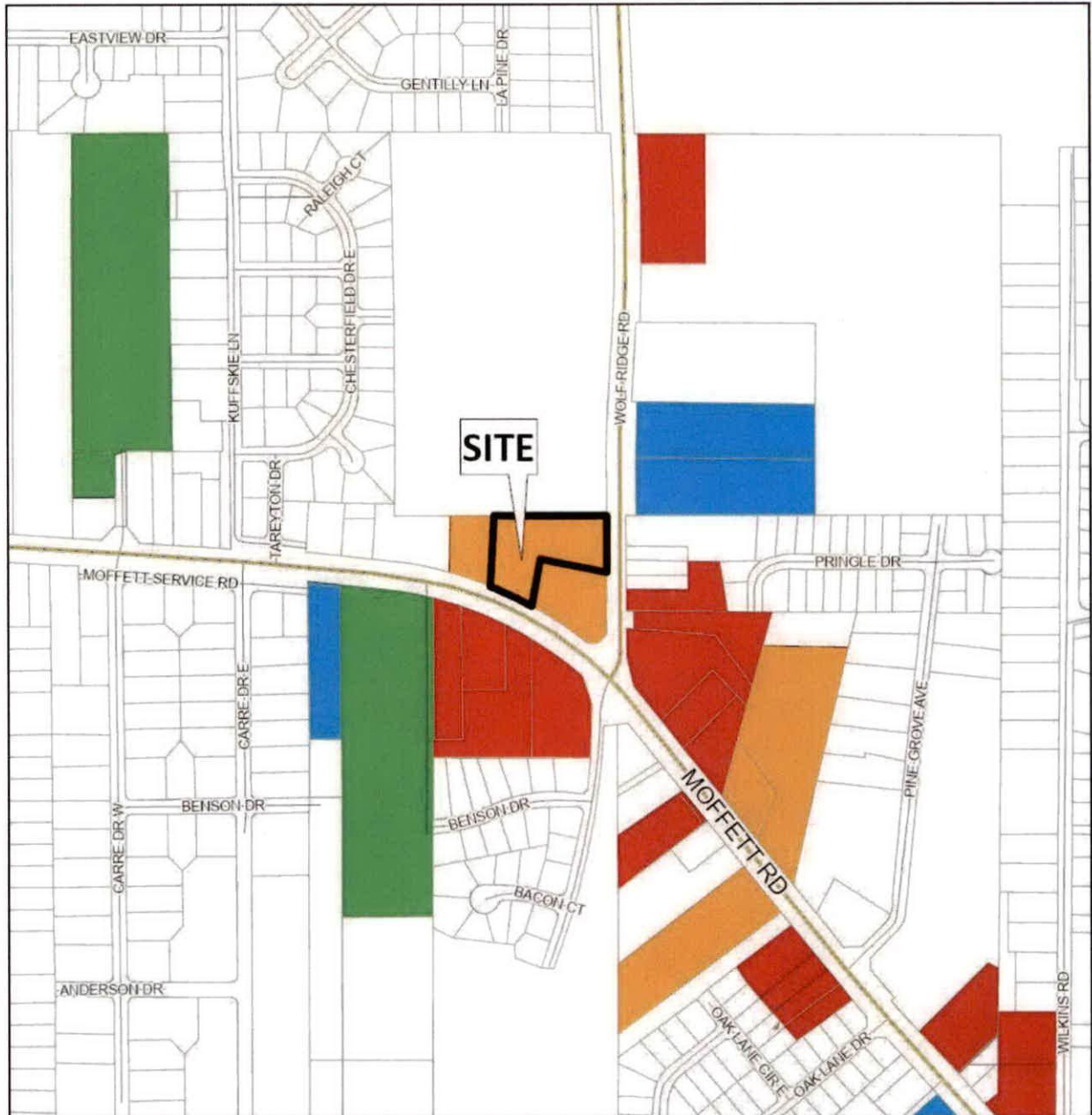
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-1, the following conditions could apply:

1. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



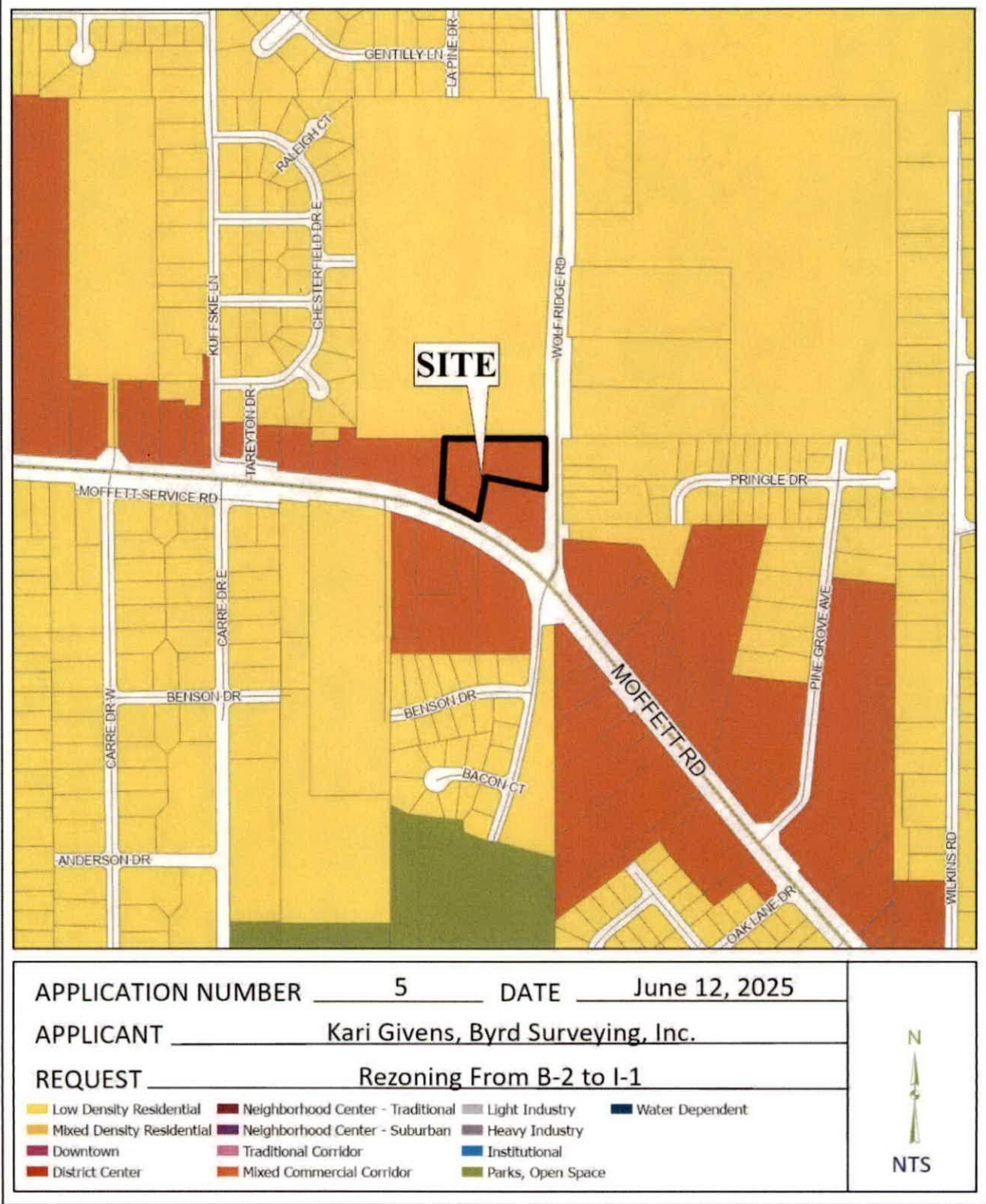
APPLICATION NUMBER 5 DATE June 12, 2025

APPLICANT Kari Givens, Byrd Surveying, Inc.

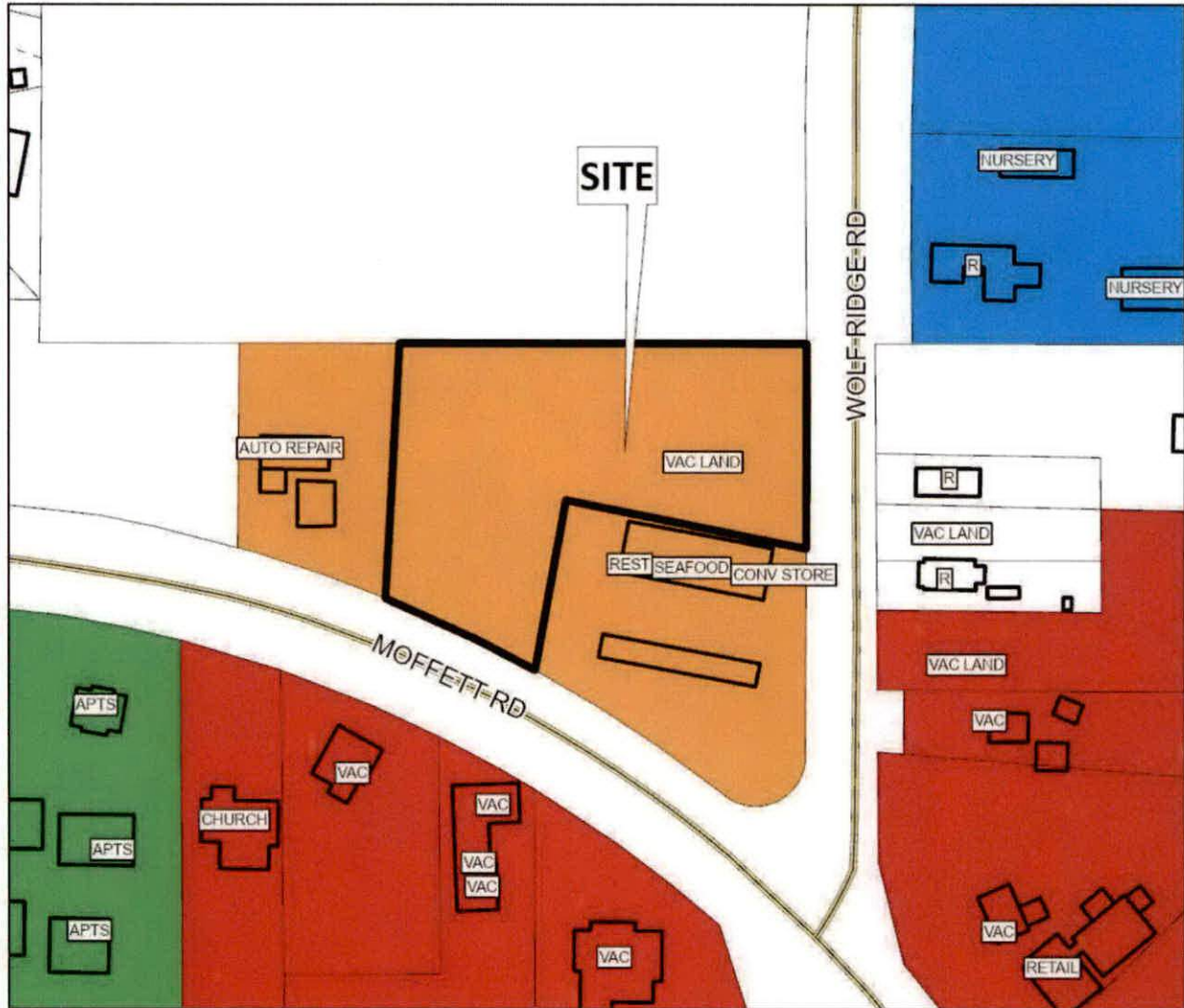
REQUEST Rezoning From B-2 to I-1



FLUM LOCATOR MAP



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 5 DATE June 12, 2025

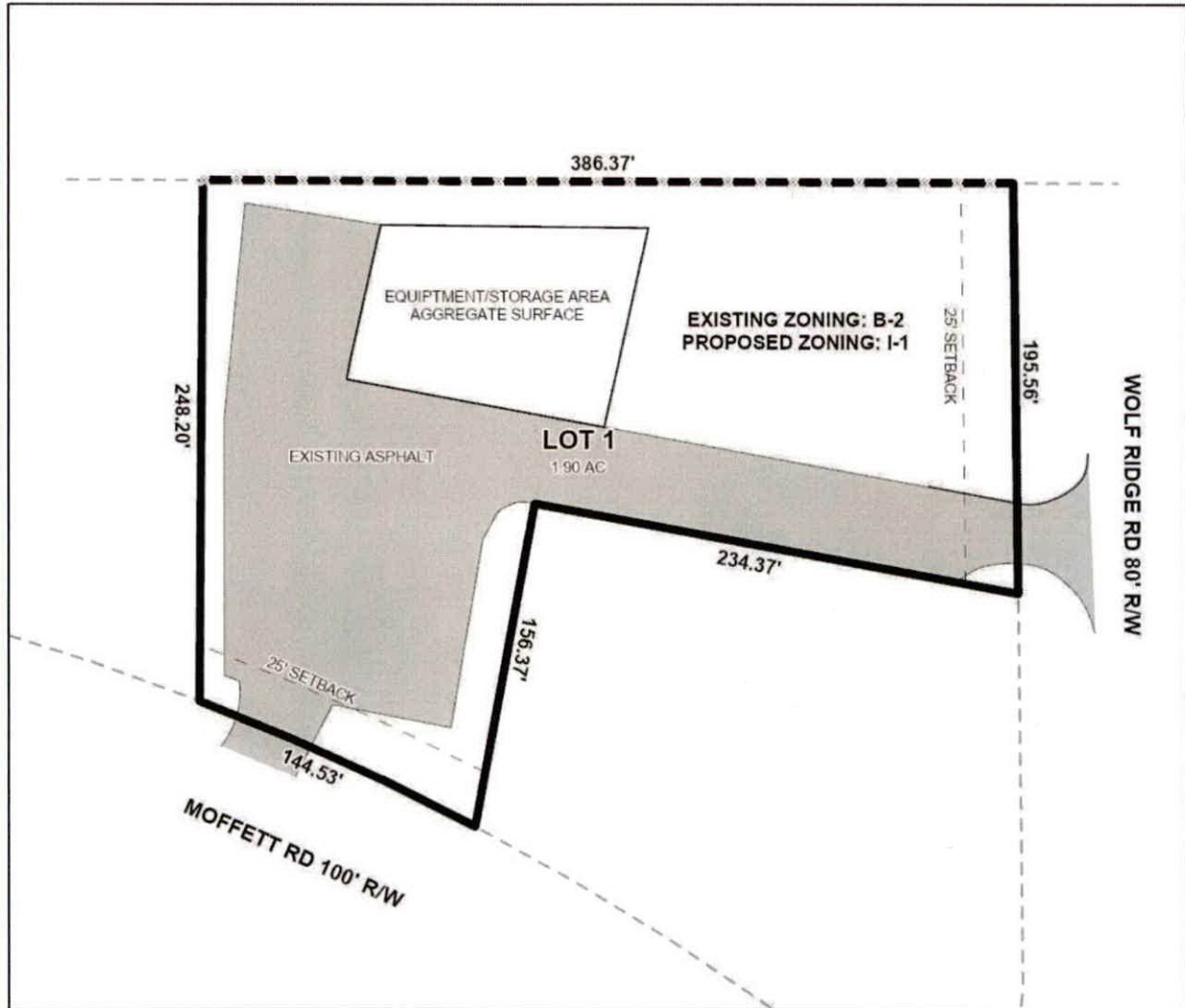
APPLICANT Kari Givens, Byrd Surveying, Inc.

REQUEST Rezoning From B-2 to I-1

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



SITE PLAN



The site plan illustrates the existing drives, proposed storage area, and setbacks.

APPLICATION NUMBER 5 DATE June 12, 2025

APPLICANT Kari Givens, Byrd Surveying, Inc.

REQUEST Rezoning From B-2 to I-1



ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■						□	
TWO-FAMILY RESIDENCE	R-2	■					■		■						□	○
MULTIPLE-FAMILY	R-3	○	■				■	■							□	○
RESIDENTIAL-BUSINESS	R-B		○				■		■						□	○
TRANSITIONAL-BUSINESS	T-B		○		■		■	■	■						□	
HISTORIC BUSINESS	H-B				■		■		■						□	
VILLAGE CENTER	TCD						■	■							□	
NEIGH. CENTER	TCD						■	■							□	
NEIGH. GENERAL	TCD						■								□	
DOWNTOWN DEV. DDD	T-6				■										□	
DOWNTOWN DEV. DDD	T-5.1				■		■		□						□	
DOWNTOWN DEV. DDD	T-5.2				■		■		□						□	
DOWNTOWN DEV. DDD	T-4				■		■		□						□	
DOWNTOWN DEV. DDD	T-3				■		■								□	
DOWNTOWN DEV. DDD	SD-WH										○	○			□	
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○			□	
BUFFER BUSINESS	B-1		□				□	■	■	■					□	○
NEIGH. BUSINESS	B-2		○				□	■	■	■					□	○
LIMITED BUSINESS	LB-2		○				□	■	■	■					□	○
COMMUNITY BUSINESS	B-3				■					■			○		□	○
GEN. BUSINESS	B-4				■					■			○		□	○
OFFICE-DISTRIBUTION	B-5									■	■				□	□
LIGHT INDUSTRY	I-1										■				□	□
HEAVY INDUSTRY	I-2											■			□	□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 685 Schillinger Road South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 15, 2025**, a public hearing will be held on the **19th** day of **August, 2024**, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at **685 Schillinger Road South**.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on September 6, 2012, allowing shared access and parking between multiple building sites located at 685 Schillinger Road South and described as follows:

LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 127, PAGE 118, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 72, PAGE 21, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF THOMAS ROAD (50 FOOT RIGHT OF WAY) AND ALONG THE NORTH BOUNDARY OF LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 127, PAGE 118, SAID PROBATE RECORDS, A DISTANCE OF 901.14 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID NORTH BOUNDARY RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS EAST, 74.91 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A AS FOLLOWS: SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, 174.80 FEET; NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 74.82 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 418.23 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 50 FEET; SOUTH 00 DEGREES 30

MINUTES 34 SECONDS WEST, 77.54 FEET; SOUTH 11 DEGREES 16 MINUTES 54 SECONDS WEST 40.33 FEET; SOUTH 08 DEGREES 52 MINUTES 38 SECONDS WEST, 21.61 FEET; SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST, 51.75 FEET; SOUTH 07 DEGREES 59 MINUTES 43 SECONDS WEST, 98.38 FEET; SOUTH 48 DEGREES 58 MINUTES 51 SECONDS WEST, 52 FEET; SOUTH 29 DEGREES 09 MINUTES 01 SECONDS WEST, 27.86 FEET; SOUTH 09 DEGREES 18 MINUTES 32 SECONDS WEST, 19.44 FEET; SOUTH 26 DEGREES 32 MINUTES 36 SECONDS EAST, 27.95 FEET; SOUTH 41 DEGREES 46 MINUTES 39 SECONDS EAST, 45.33 FEET; SOUTH 45 DEGREES 07 MINUTES 44 SECONDS EAST, 28.96 FEET; SOUTH 06 DEGREES 15 MINUTES 47 SECONDS EAST, 53.8 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD (50 FOOT RIGHT OF WAY); THENCE SOUTH 84 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE AND ALONG THE SOUTH BOUNDARY OF SAID LOT A, A DISTANCE OF 18 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A, RUN NORTH 06 DEGREES 15 MINUTES 47 SECONDS WEST, 48.25 FEET; NORTH 45 DEGREES 07 MINUTES 44 SECONDS WEST, 166.26 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 196.21 FEET; NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, 188.5 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 21 FEET TO A POINT ON THE SOUTH FACE OF THE WALL FOR AN EXISTING BUILDING CURRENTLY OCCUPIED BY WALMART; THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE SOUTH FACE OF SAID WALL AND A PROJECTION THEREOF, A DISTANCE OF 65 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT A RUN SOUTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 75.21 FEET; NORTH 89 DEGREES 26 MINUTES 38 SECONDS WEST, 99 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 56 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 87.39 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 28 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 425.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST BOUNDARY OF SAID LOT A, A DISTANCE OF 585.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 3 AND THE NORTH BOUNDARY OF SAID LOT A, A DISTANCE OF 204.06 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 50 SECONDS EAST, ALONG A BOUNDARY OF SAID LOT 3 AND A BOUNDARY OF SAID LOT A, A DISTANCE OF 56.58 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID LOT A, A DISTANCE OF 165.52 FEET TO THE POINT OF BEGINNING.

WHEREAS, on April 29, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 12, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision

- of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning;
and,
22. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

- 1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
- 2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
- 3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
- 4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
- 5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
- 6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
- 7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;

8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of August, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 23rd day of July, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **685 Schillinger Road South**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **September 6, 2012**. The owner of said property has applied for a Major Modification of the PUD **allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites**. If approved, the Major Modification will **allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites** subject to the following proposed conditions: 1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan; 2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request; 3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan; 4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces; 5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas; 6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards; 7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements; 8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B; 9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC; 10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC; 11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC; 12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements; 13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development; 14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized; 15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 16. Completion of the subdivision process;

17. Compliance with all Engineering comments noted in the staff report; 18. Compliance with all Traffic Engineering comments noted in the staff report; 19. Compliance with all Urban Forestry comments noted in the staff report; 20. Compliance with all Fire Department comments noted in the staff report; 21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 22. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on September 6, 2012, allowing shared access and parking between multiple building sites located at 685 Schillinger Road South and described as follows:

LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 127, PAGE 118, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 72, PAGE 21, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF THOMAS ROAD (50 FOOT RIGHT OF WAY) AND ALONG THE NORTH BOUNDARY OF LOT A, RESUBDIVISION OF LOT 4, SCHILLINGER TOWNE CENTRE, AS RECORDED IN MAP BOOK 127, PAGE 118, SAID PROBATE RECORDS, A DISTANCE OF 901.14 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID NORTH BOUNDARY RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS EAST, 74.91 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A AS FOLLOWS: SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, 174.80 FEET; NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, 74.82 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 418.23 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 50 FEET; SOUTH 00 DEGREES 30 MINUTES 34 SECONDS WEST, 77.54 FEET; SOUTH 11 DEGREES 16 MINUTES 54 SECONDS WEST 40.33 FEET; SOUTH 08 DEGREES 52 MINUTES 38 SECONDS WEST, 21.61 FEET; SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST, 51.75 FEET; SOUTH 07 DEGREES 59 MINUTES 43 SECONDS WEST, 98.38 FEET; SOUTH 48 DEGREES 58 MINUTES 51 SECONDS WEST, 52 FEET; SOUTH 29 DEGREES 09 MINUTES 01 SECONDS WEST, 27.86 FEET; SOUTH 09 DEGREES 18 MINUTES 32 SECONDS WEST, 19.44 FEET; SOUTH 26 DEGREES 32 MINUTES 36 SECONDS EAST, 27.95 FEET; SOUTH 41 DEGREES 46 MINUTES 39 SECONDS EAST, 45.33 FEET; SOUTH 45 DEGREES 07 MINUTES 44 SECONDS EAST, 28.96 FEET; SOUTH 06 DEGREES 15 MINUTES 47 SECONDS EAST, 53.8 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD (50 FOOT RIGHT OF WAY); THENCE SOUTH 84 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG SAID NORTH LINE AND ALONG THE SOUTH BOUNDARY OF SAID LOT A, A DISTANCE OF 18 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT A, RUN NORTH 06 DEGREES 15 MINUTES 47 SECONDS WEST, 48.25 FEET; NORTH 45 DEGREES 07 MINUTES 44 SECONDS WEST, 166.26 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 196.21 FEET; NORTH 89 DEGREES 43 MINUTES 54

SECONDS WEST, 188.5 FEET; NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST, 21 FEET TO A POINT ON THE SOUTH FACE OF THE WALL FOR AN EXISTING BUILDING CURRENTLY OCCUPIED BY WALMART; THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE SOUTH FACE OF SAID WALL AND A PROJECTION THEREOF, A DISTANCE OF 65 FEET; THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT A RUN SOUTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 75.21 FEET; NORTH 89 DEGREES 26 MINUTES 38 SECONDS WEST, 99 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 56 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 87.39 FEET; SOUTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, 28 FEET; NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, 425.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCHILLINGER ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST BOUNDARY OF SAID LOT A, A DISTANCE OF 585.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 55 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 3 AND THE NORTH BOUNDARY OF SAID LOT A, A DISTANCE OF 204.06 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 50 SECONDS EAST, ALONG A BOUNDARY OF SAID LOT 3 AND A BOUNDARY OF SAID LOT A, A DISTANCE OF 56.58 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID LOT A, A DISTANCE OF 165.52 FEET TO THE POINT OF BEGINNING.

WHEREAS, on April 29, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 12, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC

- and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
 8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
 9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
 10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
 11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
 12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
 13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
 14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
 15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
 16. Completion of the subdivision process;
 17. Compliance with all Engineering comments noted in the staff report;
 18. Compliance with all Traffic Engineering comments noted in the staff report;
 19. Compliance with all Urban Forestry comments noted in the staff report;
 20. Compliance with all Fire Department comments noted in the staff report;
 21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
 22. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
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13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;

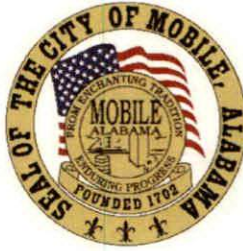
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18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Mike Tierney, Brew Horizons, LLC
(Jason Panicaro, HFA-AE, Agent)
Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
685 Schillinger Road South
Council District 6
Josh Woods**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **June 12, 2025**, considered the request of **Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites, for the property located at **685 Schillinger Road South**.

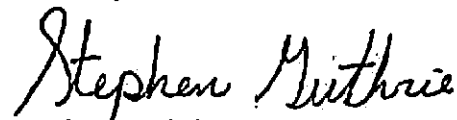
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
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10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
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12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie

Deputy Director, Planning & Zoning Department

maf

Attachments



Letter of Transmittal

To: 205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Att: Logan Anderson

Phone: (251) 208-5895

Date: Monday, July 7, 2025

Project No: 12-24-80008

Project: 7 Brew Mobile PUD Modification City Council
SUB-003332-2025 & MOD-003333-2025

Subject: 7 Brew Mobile MOD-003333-2025

Please find the following items for your use with the above referenced project. If you have any questions, please let us know.

Contents:

1 Check for City Council Advertising fee
--

If enclosed are not as noted, please notify our office immediately.

Sincerely,

Megan Broderick
Permit Administrator
479-273-7780,505
megan.broderick@hfa-ae.com

Shipping Method: Overnight



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 16, 2025

Mike Tierney
Brew Horizons, LLC
2000 West Park Drive
Suite 130
Westborough, Massachusetts 01581

Re: 685 Schillinger Road South
MOD-003333-2025
Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)
District 6
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

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

At its meeting on June 12, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

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

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

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in the staff report;
18. Compliance with all Traffic Engineering comments noted in the staff report;
19. Compliance with all Urban Forestry comments noted in the staff report;
20. Compliance with all Fire Department comments noted in the staff report;

June 16, 2025

21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$1,193.20**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

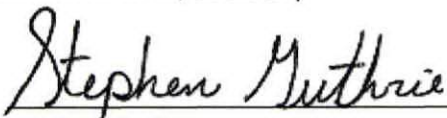
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

May 21, 2025

PUBLIC HEARING NOTICE



Re: 685 Schillinger Road South

MOD-003333-2025

Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

Mike Tierney, Brew Horizons, LLC (Jason Panicaro, HFA-AE, Agent)

District 6

Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites, to allow construction of a drive-thru coffee shop with shared access and parking between multiple building sites.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, June 12, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

Planning & Zoning/City of Mobile

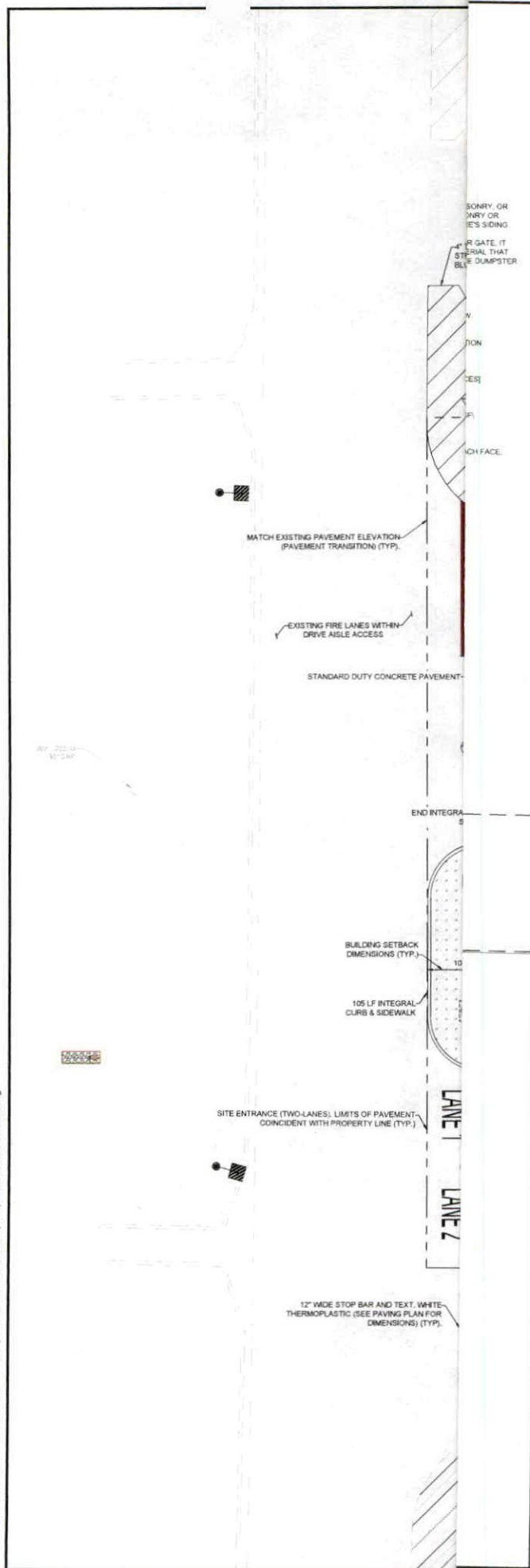
P.O. Box 1827

Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, June 11, 2025, to allow adequate time for the Commission members to review the information.

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

Apr17, 2025 - 1:27pm - User mike builer
H:\1212-24-80008 BH - 7 Brew - Mobile - AL\04-Design\CH\DWG\0205-02-27 (OTP)\12-24-80008-SHEET.dwg



PROPOSED LEGEND

	PROPERTY LINE
	EASEMENTS - SEE SURVEY PLAN SHEET
	PROPOSED 6\"/>
	BUILDING OVERHANG
	ADA PAVEMENT MARKINGS (SEE NOTES)
	PARKING COUNT
	BOLLARD
	WHEEL STOP
	PROPOSED MUTCD SIGNAGE (SEE NOTES)
	PROPOSED PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED PASS THRU PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED STOP BAR LINE PAVEMENT MARKINGS (SEE PAVING PLAN AND NOTES BELOW)
	PROPOSED SEWER CLEANOUT STRUCTURES (SEE UTILITY PLAN)
	GREASE TRAP STRUCTURES (SEE MEP PLUMBING DETAILS)
	PROPOSED SITE LIGHT LOCATIONS APPROXIMATE (SEE MEP ELECTRICAL PLANS)
	MISC. PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
	WATER SERVICE STRUCTURES (SEE UTILITY PLAN)
	PROPOSED STANDARD DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED STANDARD DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
	PROPOSED CONCRETE SIDEWALK PAVEMENT (SEE SITE DETAILS)
	LANDSCAPE AREA (SEE LANDSCAPE PLAN)

SHEET NOTES

1. REFER TO SITE DETAILS.
2. REFER TO PAVING PLAN FOR SITE LAYOUT AND DIMENSIONS.
3. REFER TO SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION ON LIGHTING AND TRANSFORMER PAD DETAIL.
4. REFER TO ARCHITECTURAL PLANS FOR TRASH ENCLOSURE DETAILS.
5. REFER TO GRADING PLAN FOR ADDITIONAL DRAINAGE DETAIL.
6. REFER TO LANDSCAPE PLAN FOR ADDITIONAL DETAIL.
7. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON WAYFINDING SIGNAGE.

EXISTING LEGEND

	PROPERTY LINE/R.O.W.
	LOT LINE
	EASEMENT LINE
	FENCE
	WATERMAIN
	FORCEMAIN
	REUSE WATERMAIN
	SANITARY SEWER
	STORM PIPE
	BURIED ELECTRIC
	BURIED FIBER
	BURIED TELEPHONE
	BURIED CASING/CONDUIT
	BURIED TV
	BURIED CABLE
	BURIED GAS
	OVERHEAD ELECTRIC
	STORM STRUCTURE
	SANITARY MANHOLE
	SANITARY CLEANOUT
	FIRE HYDRANT
	VALVE
	METER
	POWER POLE
	GUY WIRE
	BENCHMARK
	MONUMENT
	LIGHT
	SIGN

SURVEY PROVIDED BY:

US SURVEYOR
4809 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
(800) 467-6783
PROJ. 5559958.DWG
DATED: JANUARY 17, 2025.

HARRISON FRENCH & ASSOCIATES, PLLC
HFA
1705 S. Walton Blvd, Suite 3
Bentonville, Arkansas 72712
t: 479.273.7780
f: 888.520.9685
www.hfa-ae.com

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON THE PROJECT IDENTIFIED HEREIN AND IS NOT TO BE REUSED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HARRISON FRENCH & ASSOCIATES, PLLC. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HARRISON FRENCH & ASSOCIATES, PLLC, IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING FOR ANY OTHER PROJECT SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMISSIONS FROM HARRISON FRENCH & ASSOCIATES, PLLC. HARRISON FRENCH & ASSOCIATES, PLLC, SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING OR FOR ANY CONSEQUENCES ARISING FROM THE REUSE OF THIS DRAWING FOR ANY OTHER PROJECT.

7 BREW COFFEE
BREW HORIZONS, LLC.
885 SCHILLINGER ROAD
MOBILE, AL 36689

PROJ. NUMBER: 12-24-80008

ISSUE BLOCK		
NO.	TITLE	DATE
1	OTP	04/21/2025

DOCUMENT DATE:	04/17/2025
CHECKED BY:	JP
DRAWN BY:	MPB

PRELIMINARY
SITE PLAN
SHEET
C4.0



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Mike Tierney	Jason Panicaro
Firm:	Brew Horizons, LLC	HFA- AE
Phone:	508-561-4903	479-360-6286
Email:	mtierney@brew-horizons.com	jason.panicaro@hfa-ae.com
Address:	2000 West Park Drive, Suite 130 Westborough, MA 01581	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC	Mike Butler
Firm:	& WALMART PROPERTY TAX DEPARTMENT	HFA-AE
Phone:		508-803-0162
Email:		mike.butler@hfa-ae.com
Address:	PO BOX 8050 MS 0555 Bentonville, AR 72716	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

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

685 Schillinger Road S, Mobile, AL 33695 0.140 AC
 Property Address Property Area (acres or square feet)
 02769846
 Parcel Number(s) or Key Number(s)
 B-3 Community Business
 Present Zoning or Transect District Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

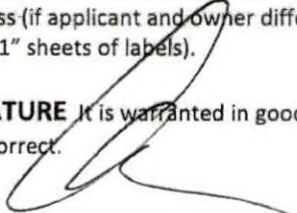
This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

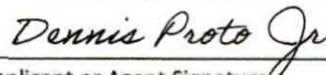
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

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


 Owner Signature Date
 04-14-2025
 4-21-25
 Applicant or Agent Signature (if applicable) Date

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

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


 Applicant or Agent Signature Date
 4-21/25

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The area is zoned for commercial development. The FLUM has the parcel designated as district center. There are other quick service restaurants located in close proximity to the proposed location.

District Center

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

Other quick service restaurants with drive-thrus are close by.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

7 Brew utilizes a dual lane model to increase efficiency. Operations has the unique opportunity to streamline customer service and be more efficient, allowing for better workflow management. Shorter ticket times creates shorter queues and a better traffic flow than competitors

On average we have between 10-16 cars in our queue and the double drive-thru approach allows that to be spread between both lanes, alleviating traffic congestion concerns. All orders are taken by our staff members – there are no menu boards or speakers to place orders with which leads to a personalized and friendly customer experience.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023

6. Please provide the following information:

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

Location is currently part of the Walmart parking lot with no existing structures on it.

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

6 evergreen shrubs and 1 redbud tree will screen dumpster along sides, 2 tulip poplar trees will be placed near the entrance of the site along with ground cover. Landscape sheets are provided with site plan for reference.

- ☐ Lighting:

Site will comply with all applicable lighting code requirements

- ☐ Hours of operation:

5:30am to 11pm

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

7 Brew is a drive-thru only concept meaning there is no interior ordering or dining

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

All utilities will be located underground to limit any elements that may be noxious or offensive.

During construction the contractor is required to adhere to the demolition and erosion control plans, which include dust control, a construction entrance, and a concrete washout area.

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

7 Brew is a rapidly growing coffee brand that is revolutionizing how customers experience drive-thru coffee service and think about their morning [and afternoon] energy boost.

7 Brew is a drive-thru coffee concept revolutionizing drive-thru drinks by highlighting a positive experience, hand-crafted beverages, and exceptional speed of service. These are the three pillars of success that separate us from our competitors.

Local Mobile residents can experience all that 7 Brew has to offer – a company that is fueled by its team and powered by its culture. Our goal when entering a new market is to be a positive contributor within the community and allow local residents the opportunity to build friendly relationships with our employees.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023



City of Mobile • Planning & Zoning Subdivision Application

All of the necessary information for Subdivision approval, as required by the Subdivision Regulations, must be submitted with this application, otherwise, this application will not be considered for approval. Please submit:

- For hard copy submissions, SEVEN (7) copies of this application;
- For hard copy submissions, SEVEN (7) copies of the Engineer's / Surveyor's plats and Legal description;
- DIGITAL copy (DXF or DWG - AutoCAD 2007 compatible and PDF) of the Engineer's / Surveyor's plat; and
- Labels and copy of labels.
- Digital submissions are required by noon on the deadline filing date.

Fees

Standard Subdivision\$500 base fee +30 per lot + Mailing fee

Minor Subdivision Fee \$250 base fee + Mailing Fee

Computer usage fee\$1

[plus First Class Certified Mail with return postage fee for the applicant, property owner (if different from the applicant), and each adjacent property owner and each property owner directly across the street]

Please select the application type: ☒ Standard Subdivision ☐ Minor Subdivision

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

	Applicant	Agent (If Applicable)
Name:	Mike Tierney	Jason Panicaró
Firm:	Brew Horizons, LLC	HFA- AE
Phone:	508-561-4903	479-360-6286
Email:	mtierney@brew-horizons.com	jason.panicaro@hfa-ae.co
Address:	2000 West Park Drive, Suite 130 Westborough, MA 01581	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712
	Owner	Civil Engineer / Surveyor
Name:	BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC	Garrett Small
Firm:	& WALMART PROPERTY TAX DEPARTMENT	HFA- AE
Phone:		479-273-7780,461
Email:		garrett.small@hfa-ae.com
Address:	PO BOX 8050 MS 0555 Bentonville, AR 72716	1705 S. Walton Blvd., Ste 3 Bentonville, AR 72712

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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

2. PROPERTY INFORMATION If annexes and bounds legal description, please attach.

RESUBDIVISION OF LOT 4 SCHILLINGER TOWNE CENTRE

Subdivision Name

Location

685 Schillinger Road S, Mobile, AL 33695

20.00 AC

Property Address

02769846

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

B-3 Community Business

2

Present Zoning or Transect District

Mobile City Limits

Proposed Number of Lots

N/A

Section, Township, Range

Flood Zone

Sanitary facilities provided (Ex: City water and individual septic tanks): Mobile Area Water & Sewer Service

3. LABELS FOR NOTIFICATION Obtain the names and complete addresses of abutting property owners and property owners directly across the street from the subject property, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. **ALL property ownership information provided for notification MUST be verified through Probate Court records.** Failure to provide a complete and accurate list will delay your request.

Please submit:

- ☐ Three (3) labels TYPED on a standard ADDRESS size (approximately 1" x 2-5/8") white self-adhesive label for EACH name and address (Please use 8-1/2" x 11" sheets of labels);
- ☐ Include three labels with the APPLICANT'S name and address, and OWNER'S name and address, if different from Applicant; and
- ☐ A photocopy of the typed labels must also be submitted (hard copy only).

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

Owner Signature

Dennis Proto Jr

Applicant or Agent Signature (if applicable)

Date

04-14-2025

4-21-25

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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Subdivision (Standard and Minor)

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Seven (7) copies of completed application (Multiple copies for paper submissions only)
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Seven (7) copies of preliminary plat for subdivision by a certified engineer or surveyor (Multiple copies for paper submission only)
- ☐ Digital copy (DXF or DWG - AutoCad 2007 compatible and PDF) of preliminary plat
- ☐ Three address labels for each property owner; three address labels for applicant; and if applicant and owner differ, three labels for owner
- ☐ Postage fee and notification fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ One photocopy of address labels (paper submission only)

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Schillinger Town Center, LLC

P. O. Box 16167
Mobile, Alabama 36616

May 15, 2025

Logan Anderson
Principal Planner
City of Mobile

RE: 685 Schillinger Road, Mobile, AL 36695; PUD

Dear Mr. Anderson,

I am writing to you on behalf of Schillinger Town Center, LLC, the owner of Lot B of the Re-Subdivision of Lot 4, Schillinger Towne Centre. It is our understanding that Brick Walk Associates as the owner of Lot A is submitting a PUD modification to create an inlet within their parcel. Since such modification does not have any impact on our parcel, we do not wish to be an active participant in the application process. If you have any questions or need more information from me, please feel free to contact me. My email is kathy@burtonprop.com or my direct line is 251-380-7234.

Sincerely,



Kathy P. Sherman

cc: Ken Kleban



May 13, 2025

Logan Anderson
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Regarding: 7 Brew Mobile (Schillinger) Major PUD Modification (MOD-003333-2025)
685 Schillinger S, Mobile, AL 36695
HFA Project Number: 12-24-80008

Mr. Anderson,

1. Please provide a signed agent authorization form (attached) from the property owner(s) authorizing Mike Tierney with Brew Horizons, LLC and/or Jason Panicaró with HFA-AE to submit the Major Modification application on their behalf. If the property owner is a company, then we'll also need proof that the person signing the authorization form is associated with the company (e.g. Article of Incorporation naming them as an officer, a letter on official company letterhead naming them as an authorized company representative, etc.);
Response: Acknowledged. Forms have been completed and signed by the property owner.
2. Labels are missing from the provided Word document. For Major Modification applications, we are required to send notices to all property owners within 300 feet of the subject property. In performing a "Near Me" report using the city's public GIS map (attached), there are more property owners than were listed on the provided labels. Please note that, unlike Subdivision applications, public hearing notices for Major Modifications are not sent certified, so we only need one label for each nearby property owner, the applicants, the agents, etc.;
Response: Acknowledged. Labels for all properties have been added.
3. Please provide a site plan showing the entire PUD property. What was submitted only details the proposed project; and,
Response: Acknowledged. The preliminary plat has been updated to include the entire property.
4. Once the additional site plan has been prepared, please provide the DWG AutoCAD files for the overall site plan and the detailed site plan to our GIS staff (Marine Karapetyan and Tori Aamoth have been copied here for your convenience);
Response: Acknowledged. Preliminary plat AutoCAD and DWG files have been included in resubmittal package.

Sincerely,
Harrison French & Associates

BRICK WALK ASSOCIATES WOS B, LLC

May 13, 2025

City of Mobile
205 Government Street
Mobile, AL 36633

To Whom it May Concern:

This letter is to confirm that Kenneth Kleban is the President and Manager of Brick Walk Associates WOS B, LLC and is authorized to sign the letter of authorization

Thank you,



Kenneth M. Kleban



Corporate Letter of Authorization

I, Kenneth Kleban, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of BRICK WALK ASSOCIATES WOS LLC, PINE TE, a corporation for the property located within the city limits of Mobile, Alabama at 685 Schillinger S Mobile, AL 36695.

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

Mike Tierney
Designee (1)

mtierney@transcendentbrandsco.com
Email

508-561-4903
Phone Number

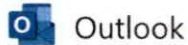

Signature of Company Owner

Jason Panicaro
Designee (2)

jason.panicaro@hfa-ae.com
Email

479-360-6286
Phone Number

5/13/25
Date



7 Brew Major PUD Modification (MOD-003333-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 5/12/2025 3:51 PM

To dave.wilgus@hfa-ae.com <dave.wilgus@hfa-ae.com>

Cc Rogers, Payton <payton.rogers@cityofmobile.org>; French, Michelle <michelle.french@cityofmobile.org>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

 2 attachments (681 KB)

Near Me Report.pdf; PZOwnerandCorporateLetterofAuthorization-Fillable.pdf;

Good afternoon,

Staff has completed its review of the above Major Modification of a previously approved Planned Unit Development (PUD). The following must be addressed before the application can be considered complete and placed on an agenda:

1. Please provide a signed agent authorization form (attached) from the property owner(s) authorizing Mike Tierney with Brew Horizons, LLC and/or Jason Panicaro with HFA-AE to submit the Major Modification application on their behalf. If the property owner is a company, then we'll also need proof that the person signing the authorization form is associated with the company (e.g. Article of Incorporation naming them as an officer, a letter on official company letterhead naming them as an authorized company representative, etc.);
2. Labels are missing from the provided Word document. For Major Modification applications, we are required to send notices to all property owners within 300 feet of the subject property. In performing a "Near Me" report using the city's public GIS map (attached), there are more property owners than were listed on the provided labels. Please note that, unlike Subdivision applications, public hearing notices for Major Modifications are not sent certified, so we only need one label for each nearby property owner, the applicants, the agents, etc.;
3. Please provide a site plan showing the entire PUD property. What was submitted only details the proposed project; and,
4. Once the additional site plan has been prepared, please provide the DWG AutoCAD files for the overall site plan and the detailed site plan to our GIS staff (Marine Karapetyan and Tori Aamothe have been copied here for your convenience);

Once the above items have been addressed, an invoice can be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by **no later than noon on 05/15/2025** the application will be considered complete and placed on the agenda for the 06/12/2025 Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Should you have any questions or concerns please don't hesitate to reach out.

5/12/25, 3:52 PM

Mail - Anderson, Logan - Outlook

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



Plan Submission Contact Information

Name of Project 7 Brew Mobile Schillinger
Address 685 Schillinger S Mobile, AL 36695

Owner BRICK WALK ASSOCIATES WOS LLC, PINE TREE C/O KLEBAN PROPERTIES LLC & WALMART PROPERTY TAX DEPARTMENT
Address PO BOX 8050 MS 0555 BENTONVILLE , AR Zip Code 72716
Phone _____ Fax _____ Email jason.panicaro@hfa-ae.com

Authorized Agent Jason Panicaro
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-360-6286 Fax _____ Email _____

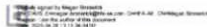
Contractor Unknown at this time
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Garett Smalls
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-360-6267 Fax _____ Email garrett.small@hfa-ae.com

Architect James Mann
Address 1705 S. Walton Blvd., Ste 3 Bentonville, AR Zip Code 72712
Phone 479-273-7780,305 Fax _____ Email james.mann@hfa-ae.com

Submitted by:

Megan Broderick



Megan Broderick

Signature

4/28/2025

Date

Print

Permit Administrator HFA

Affiliation to project/Organization



SAMUEL L. JONES
MAYOR

CITY OF MOBILE

MOBILE CITY PLANNING COMMISSION LETTER OF DECISION

September 12, 2012

OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

REGGIE COPELAND, SR.
PRESIDENT DISTRICT 5

FREDRICK D. RICHARDSON, JR.
VICE PRESIDENT DISTRICT 1

WILLIAM C. CARROLL, JR.
DISTRICT 2

JERMAINE A. BURRELL
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

BESS RICH
DISTRICT 6

GINA GREGORY
DISTRICT 7

CITY CLERK
LISA C. LAMBERT

The Guardian Life Insurance Company of America
c/o Folmár and Associates
P.O. Box 16765
Mobile, AL 36616

Re: Case #SUB2012-00079 (Subdivision)
Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4
595 & 685 Schillinger Road South
(South side of Thomas Road, 240'± East of Schillinger Road South extending to the North side of
Old Government Street Road, 240'± East of Schillinger Road South)
Number of Lots / Acres: 2 Lots / 27.0± Acres
Engineer / Surveyor: Rowe Surveying & Engineers Co., Inc.
Council District 6

Dear Applicant(s):

At its meeting on September 6, 2012, the Planning Commission waived Sections V.D.1. and V.D.3. of the Subdivision Regulations and tentatively approved the above referenced subdivision subject to the following conditions:

- 1) illustration of the 25-foot minimum building setback along all road frontages;
- 2) retention on the Final Plat of the labeling of each lot with its size in square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
- 3) placement of a note on the Final Plat stating that the subdivision is limited to two curb-cuts to Schillinger Road (the southern driveway should be limited to a right-in, right-out only driveway), three curb-cuts to Thomas Road to be located within the area which is to be improved to County standards, and four curb-cuts to Old Government Street Road;
- 4) labeling of any required detention area as common area and the placement of a note on the Final Plat stating that the maintenance of the common area is the responsibility of the property owners;
- 5) placement of a note on the Final Plat stating that development of the site must be undertaken in compliance with all local, state, and federal regulations regarding endangered, threatened, or otherwise protected species;
- 6) compliance with Engineering comments: *"Provide all of the required information on the Final Plat (i.e. signature blocks, signatures, certification statements, legal description, required notes). A signature block and signature for the Traffic Engineering Department shall be placed on the Final Plat. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City*

P. O. BOX 1827 • MOBILE, ALABAMA 36633-1827

Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4

September 7, 2012

Page 2

Code, Chapter 57, Article VIII). Any and all proposed development within the property lines will need to be in conformance with the Stormwater Management and Flood Control Ordinance (Mobile City Code, Chapter 17, Ordinance #65-007 & #65-045); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Stormwater Runoff Control. A complete set of construction plans for the site work (including drainage, utilities, grading, stormwater systems, paving) will be required to be submitted with the Land Disturbance permit. These plans are to be submitted and approved prior to beginning any of the construction work;"

- 7) *compliance with Traffic Engineering comments: "Driveway number, size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Curb-cuts should be limited to the existing curb-cuts on all three roadway frontages. Taking into consideration an upcoming safety project on this section of the Schillinger Road corridor, the southern driveway should be limited to a right-in, right-out only driveway;"*
- 8) *compliance with Fire Department comments: "All projects within the City of Mobile Fire Jurisdiction must comply with the requirements of the 2009 International Fire Code, as adopted by the City of Mobile;"*
- 9) *verification that the required rear privacy fence, with permits, prior to signing the Final Plat; and,*
- 10) *submittal of two copies of a revised PUD site plan prior to signing the Final Plat.*

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, seven copies of the recorded plat (including map book and page number) must be submitted to the Land Use Administration office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

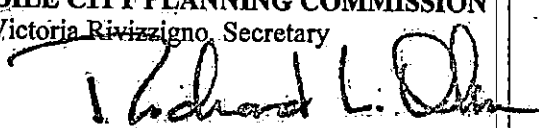
It is also requested that a digital copy (DXF or DWG – AutoCAD 2007 compatible) of the final plat be submitted to the Land Use Administration office once the plat has been submitted to Probate for recording. This may be submitted on disk or via e-mail at travisz@cityofmobile.org.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Dr. Victoria Rivizzigno, Secretary

By: 

Richard Olsen
Deputy Director of Planning

cc: Rowe Surveying & Engineering Co., Inc.



CITY OF MOBILE

MOBILE CITY PLANNING COMMISSION LETTER OF DECISION

SAMUEL L. JONES
MAYOR

September 12, 2012

OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

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PRESIDENT-DISTRICT 5

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DISTRICT 2

JERMAINE A. BURRELL
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

BESS RICH
DISTRICT 4

GINA GREGORY
DISTRICT 7

CITY CLERK
LISA C. LAMBERT

The Guardian Life Insurance Company of America
c/o Folmar and Associates
P.O. Box 16765
Mobile, AL 36616

**Re: Case #ZON2012-01880 (Planned Unit Development)
Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4**

595 & 685 Schillinger Road South

(South side of Thomas Road, 240'± East of Schillinger Road South extending to the
North side of Old Government Street Road, 240'± East of Schillinger Road South)

Planned Unit Development Approval to allow shared access and parking between
multiple building sites.

Council District 6

Dear Applicant(s):

At its meeting on September 6, 2012, the Planning Commission considered for Planned Unit Development the site plan to allow shared access and parking between multiple building sites.

After discussion, it was decided to approve the above referenced Planned Unit Development subject to the following conditions:

- 1) illustration on the site plan the 25-foot minimum building setback line along all road frontages;
- 2) revision of the site plan to illustrate a 6-foot high wooden privacy fence along the rear (East) property line;
- 3) revision of the site plan to provide a dumpster, in compliance with Section 64-4.D.9. of the Zoning Ordinance, and with a compliant sanitary sewer connection, or the placement of a note on the site plan stating that trash collection will be curb-side or via private pick-up service;
- 4) revision of the site plan to depict compliance with frontage trees, to be coordinated with Urban Forestry and the square footage and percentages of total and frontage landscaping;
- 5) labeling of any required detention area as common area and the placement of a note on the site plan stating that the maintenance of the common area is the responsibility of the property owners;

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Schillinger Towne Centre Subdivision, Re-subdivision of Lot 4

September 7, 2012

Page 2

- 6) subject to the Engineering comments: *"Provide all of the required information on the Final Plat (i.e. signature blocks, signatures, certification statements, legal description, required notes). A signature block and signature for the Traffic Engineering Department shall be placed on the Final Plat. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). Any and all proposed development within the property lines will need to be in conformance with the Stormwater Management and Flood Control Ordinance (Mobile City Code, Chapter 17, Ordinance #65-007 & #65-045); the City of Mobile; Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Stormwater Runoff Control. A complete set of construction plans for the site work (including drainage, utilities, grading, stormwater systems, paving) will be required to be submitted with the Land Disturbance permit. These plans are to be submitted and approved prior to beginning any of the construction work;"*
- 7) compliance with Traffic Engineering comments: *"Driveway number, size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Curb-cuts should be limited to the existing curb-cuts on all three roadway frontages. Taking into consideration an upcoming safety project on this section of the Schillinger Road corridor, the southern driveway should be limited to a right-in, right-out only driveway;"*
- 8) subject to Fire Department comments: *"All projects within the City of Mobile Fire Jurisdiction must comply with the requirements of the 2009 International Fire Code, as adopted by the City of Mobile;"*
- 9) verification that the required rear privacy fence has been installed, with permits, prior to signing the Final Plat for the Subdivision; and,
- 10) submittal of two copies of a revised site plan prior to signing of the Final Plat for the Subdivision.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Dr. Victoria Rivizzigno, Secretary

By: _____

Richard Olsen

Deputy Director of Planning

cc: Rowe Surveying & Engineering Co., Inc.

Brick Walk Assoc. WOS LLC Pine Tree C/O Kleban Prop LLC & Walmart Tax Department PO 8050 Bentonville, AR 72716	Shorey Paul & Donna Shorey 955 N CHURCH ST SANTA ROSA BEACH, FL 32459	Southern Realestate A-Z LLC C/O VLADIMIR NOVIKOV 1600 ADEN RD MOBILE, AL 36695
Schillinger Town Center LLC C/O Burton Property Group LLC 41 W I65 Service Rd N Ste 310 Mobile, AL 36608	SHEPHERD JOHN 1610 ADEN RD MOBILE, AL 36695	1545 COLTER STREET 864 8TH ST MANHATTAN BEACH, CA 90266
Eastern Shore Holdings INC PO BOX 1357 Fairhope, AL 36533	TONY TIGER MOBILE LLC 3309 COLLINS LN LOUISVILLE, KY 40245	O BRIEN JEROME L & ANNE T PO BOX 6450 C/O WAFFLE HOUSE # 1303 NORCROSS, GA 30091
Mills William W JR, Timothy Hahn Mills 4625 Shannon CIR Pensacola, FL 32504	Schillinger Town Center LLC C/O Burton Property Group LLC 41 W I65 Service Rd N Ste 310 Mobile, AL 36608	O BRIEN JEROME L & ANNE T 7 WESTGATE RD MOBILE, AL 36609
Mills William W JR, Timothy Hahn Mills 4625 Shannon CIR Pensacola, FL 32504	TATE KATHY SCOTT PO BOX 202 STOCKTON, AL 36579	South Central Bell Tel Co %F C IZARD P O BOX 532 BIRMINGHAM AL, 35201
Cove Kimber's Developers 11478 Pine ST C/O Johnny Dudley Jacksonville, FL 32258	HOME DEPOT USA INC A PROPERTY TAX DEPT #0801 PO BOX 105842 ATLANTA, GA 30348	Pleasanton Hills Mobile Home Park LLC 11820 Fountain Way STE 202 Newport News, VA 23606
ACEE LLC C/O Aiwen L Kostmayer PO BOX 1333 Daphne, AL 36526	JOHNSTON SAM LLC 242 INVERNESS CENTER DR BIRMINGHAM, AL 35242	WILLIAMS FRANKIE E 7630 Old Government Street RD MOBILE, AL 36695
Diberville Properties LLC PO BOX 850098 Mobile, AL 36685	TYLER RIDGE LLC 242 INVERNESS CENTER DR BIRMINGHAM, AL 35242	NNN REIT LP 450 S ORANGE AVE STE 900 ORLANDO, FL 32801
Brew Horizons, LLC Westborough Office Park 2000 West Park Drive, Suite 130 Westborough, MA 01581	WESTWOOD PLAZA C/O AMELIA SMITH PO BOX 16167 MOBILE, AL 36616	NNN REIT LP 450 S ORANGE AVE STE 900 ORLANDO, FL 32801
GREENFAM ALABAMA VENTURES C/O WAWA CORPORATION ACCOUNTS 260 W BALTIMORE MEDIA, PA 190	COT 725 MOBILE LLC 200 S BISCAYNE BLVD # 7 MIAMI, FL 33131	TATE KATHY SCOTT 450 S ORANGE AVE STE 900 ORLANDO, FL 32801

182 EMERSON LLC, C/O RON
OFECK
2312 E 3RD ST
BROOKLYN, NY 11223

PALMER CLELAND REALTY
COMPANY
470 SCHILLINGER RD
S MOBILE, AL 36695

TATE LEE
PO BOX 202
STOCKTON, AL 36579



Agenda Item # 6

SUB-003332-2025 & MOD-003333-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

685 Schillinger Road South

Subdivision Name:

Resubdivision of Lot 4 Schillinger Towne Center,
Resubdivision of Lot A

Applicant / Agent:

Mike Tierney, Brew Horizons, LLC /
Jason Panicaro, HFA-AE

Property Owner:

Brick Walk Associates WOS, LLC & Pine Tree c/o
Kleban Properties, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with thirteen (13) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-two (22) conditions.

Report Contents:**Page**

Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	8
Exhibits	11

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by commercial units.
 Residential units lie to the east.

APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



SITE HISTORY

In July 1996, the Planning Commission approved a four (4)-lot subdivision of the property, which at the time was located outside the city limits but within the five (5)-mile Extraterritorial Planning Jurisdiction. The subdivision plat was recorded in the Mobile County Probate Court in November 1996.

The property was later included in the West Mobile Annexation, adopted by the City Council in September 2007. As part of the annexation process, the property was rezoned from R-1, Single-Family Residential District, to B-3 Community Business District, with the rezoning formally adopted by the City Council on January 15, 2008.

At its September 6, 2012, meeting, the Planning Commission approved splitting Lot 4 of the original subdivision into two (2) new lots, labeled Lots A and B. This updated subdivision was officially recorded in the Mobile County Probate Court in December 2012.

At the same meeting, the Planning Commission also approved a Planned Unit Development (PUD) request to continue allowing shared access and parking across multiple developed building sites.

At its meeting on February 5, 2024, the Board of Zoning Adjustment approved a Sign Variance to allow informational signage exceeding 20 square feet for one of the site's tenants. However, no permits related to the variance were obtained prior to its expiration, and the approval subsequently lapsed.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the subject site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a PRELIMINARY PLAT for review. A Preliminary Plan was submitted.
- C. Provide reference, on the map and the description, to a monumented corner.
- D. Provide and label the monument set or found at each subdivision corner.
- E. Add a vicinity map and include street names.
- F. Provide a written legal description and matching bearing and distance labels for the proposed subdivision.
- G. Show and label each lot with a unique designator (i.e. LOT 1, LOT A).
- H. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
- I. Show and label each and every Right-Of-Way and easement.
- J. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- K. Provide the Surveyor's Certificate.
- L. Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures.
- M. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama

Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

- N. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- O. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- P. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- Q. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- R. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this request is to subdivide Lot A of the most recently approved subdivision into two (2) lots. The site is served by public water and sanitary sewer.

No plat was submitted as part of the request, but staff utilized the survey provided by the applicant to determine the site's compatibility with the Subdivision Regulations. A subdivision plat will be required for final approval of the request, per Section 5.A.

Neither of the proposed lots is currently labeled. Therefore, if approved, each lot should be clearly identified on the Final Plat, using designations such as "Lot A-1" and "Lot A-2," or a similar naming convention.

The larger proposed lot fronts Schillinger Road South, classified as a Principal Arterial Street with a required right-of-way width of 100 feet. It also has frontage along Thomas Road, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. While the survey shows variable right-of-way widths along both street frontages, aerial imagery and mapping data indicate that adequate right-of-way exists along Schillinger Road South and Thomas Road at this location.

Accordingly, the Final Plat should depict the greater of either the minimum existing right-of-way or the standard 100-foot right-of-way along Schillinger Road South. Similarly, the Final Plat should show the greater of the minimum existing right-of-way or the standard 50-foot right-of-way along Thomas Road.

The smaller of the proposed lots does not have frontage on a public street. According to Section 6.C.4. of the Subdivision Regulations, all lots outside of a private street subdivision are required to abut a dedicated and maintained public street. However, Article 3, Section 64-3-2.A. of the Unified Development Code (UDC) permits access to be provided via a recorded, dedicated easement or other legal instrument. This approach is further supported by Article 3, Section 64-3-4.B.1.(a) of the UDC, which encourages such arrangements to promote the safe and efficient functioning of the street network.

Given these provisions, a waiver of Section 6.C.4. of the Subdivision Regulations may be appropriate. While a cross-access easement may be recorded on the Final Plat, the concurrent application to amend the previously approved Planned Unit Development (PUD) overlay—if approved—would be sufficient to continue allowing shared access between the lots.

The proposed lots exceed the minimum size requirements for lots served by public water and sanitary sewer within the B-3, Community Business Suburban District. However, the survey does not include the lot sizes in square feet or acres, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. Therefore, if approved, each lot must be labeled with its size in both square feet and acres on the Final Plat, adjusted for any required dedication. Alternatively, a table containing this information on the Final Plat will satisfy the requirement.

No front yard setbacks are illustrated on either lot. Section 6.C.8. of the Subdivision Regulations requires front yard setbacks to be depicted on the Final Plat along all streets, with dimensions conforming to the standards of the underlying zoning district. In this case, Article 2, Section 64-2-14.E. of the UDC mandates a 25-foot front yard setback along each street frontage within a B-3 Suburban district. Therefore, the Final Plat must illustrate a 25-foot front yard setback along both Schillinger Road South and Thomas Road, adjusted as necessary for any required right-of-way dedication.

Because the smaller of the two lots lacks street frontage, no front yard setback is required, making a waiver of Section 6.C.8. of the Subdivision Regulations appropriate. However, this waiver should apply exclusively to the smaller lot. That same lot remains subject to the side and rear yard setback requirements outlined in Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for properties in the B-3 Suburban District. These setbacks are shown on the survey but are not mandated by the Subdivision Regulations. If approved, the side and rear yard setbacks should be removed from the Final Plat.

Multiple easements currently exist on the property, as shown on the most recently recorded subdivision plat. However, these easements are not depicted on the submitted survey. Therefore, if approved, all existing easements must be clearly illustrated on the Final Plat. Additionally, the Final Plat should include a note stating that no structures shall be constructed within any easement without the prior consent of the easement holder.

The survey does not provide the specifications for Final Plat approval regarding the general form, information to be shown, or attendant items required by Section 5.A. of the Subdivision Regulations. Such requirements include the items, notes, and certifications that should be placed on a subdivision plat. As such, the Final Plat should provide all the information required by Section 5.A. of the Subdivision Regulations, along with any additional information required by the Engineering Department.

Planned Unit Development Modification

The submitted site plan illustrates the redevelopment of a portion of Lot A from the most recently approved subdivision. A concurrent subdivision application proposes to divide this lot into two (2) separate parcels. Access

to the site will be provided through the remaining portion of Lot A, which will encompass the resulting building site. Two (2) structures are proposed: a 510-square-foot coffee shop and a 250-square-foot walk-in cooler.

In conjunction with the proposed subdivision, the Final PUD Site Plan should be revised to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request.

The sizes of the proposed buildings are labeled in square feet on the site plan and should be retained on the Final Planned Unit Development (PUD) Site Plan, if approved.

Additionally, the site plan must be revised to include the size of each proposed lot in both square feet and acres, adjusted for any required dedication resulting from the subdivision request. Alternatively, this information may be provided in a table format on the Final PUD Site Plan.

Beyond the two (2) proposed structures, the site plan lacks the required details for the review of a Major PUD Modification, including off-street parking spaces, loading facilities, drive-thru lanes (if any), and related features. Furthermore, the plan omits details of the existing PUD development. Therefore, the following revisions are required:

- **Site Plan Revisions:** A revised site plan must be submitted showing full compliance with applicable Unified Development Code (UDC) standards. This includes:
 - A comprehensive site layout reflecting existing PUD improvements overlaid with the proposed development.
 - Off-street parking: The site plan must depict all proposed parking spaces. A table must be included listing the number of required and provided spaces. Per Table 64-3-12.1 of the UDC, three (3) spaces are required.
 - Curbing and/or wheel stops must be shown to demonstrate how vehicles will be prevented from encroaching beyond designated parking areas.
 - Lighting: If redevelopment results in ten (10) or more parking spaces, parking lot lighting is required per Section 64-3-9.C. A photometric plan must be submitted at the time of permitting.
 - Bicycle parking: Two (2) spaces are required, designed in accordance with Section 64-3-12.A.9, and must be illustrated on the revised site plan.
 - Loading: One (1) small off-street loading space is required per Section 64-3-12.B and must be depicted.
 - Drive-thru facilities (if proposed): Must be illustrated and comply with the vehicle stacking standards of Section 64-4-6.
 - Traffic circulation: Must be clearly shown and meet the maneuverability standards of Section 64-3-12.
 - Setbacks: All required front, side and rear yard setbacks must be illustrated and comply with the dimensional standards of Section 64-2-14.E.
- **Pedestrian Access:** No pedestrian walkway connecting the proposed buildings to a public sidewalk is shown. Given that the site was developed prior to annexation and lacks existing sidewalks, a pedestrian walkway is not required. However, if one is provided, it must comply with Section 64-3-3 of the UDC.

- **Building Elevations:** No elevation drawings were submitted. Proposed buildings must incorporate at least one element from each of the following design categories in accordance with Section 64-3-6:
 - Site Frontage
 - Building Form – Height
 - Building Form – Wall
 - Architectural Feature
- **Landscaping:** No landscaping or tree plantings are shown. A note must be added to the revised site plan stating that all landscaping will comply with Article 3, Section 64-3-7 of the UDC. A detailed landscape plan will be required at permitting.
- **Waste Management:** Dumpster pads are not shown, and no details on waste disposal are provided. A note must be added to the revised site plan stating that any dumpster installed must comply with the enclosure and placement standards in Section 64-3-13.A.4. Alternatively, a note may indicate that curbside waste collection will be used.
- **Signage:** No signage is illustrated, and no details regarding signage have been submitted. All signage must undergo separate review and permitting by the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor, with the appropriate electrical permits. Signage must comply with Section 64-4-14 of the UDC for commercial buildings with a single tenant.
- **Future Modifications:** Any future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council. A note reflecting this requirement must be added to the revised site plan.

If approved, a revised Modified PUD Site Plan—submitted in both hard copy and PDF formats—must be reviewed and approved by the Planning and Zoning Department prior to being recorded in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Sections 6.C.4. (no street frontage) and 6.C.8. (depiction of a front yard setback on a lot with no street frontage) of the Subdivision Regulations will be required and the following conditions could apply:

1. Provision of a subdivision plat in compliance with Section 5.A. of the Subdivision Regulations;

2. Revision of the Final Plat to clearly identify each lot using designations such as "Lot A-1" and "Lot A-2," or a similar naming convention;
3. Revision of the plat to depict the minimum existing right-of-way and, if less than 100 feet, dedication to provide 50 feet from the centerline of Schillinger Road South;
4. Revision of the plat to depict the minimum existing right-of-way and, if less than 50 feet, dedication to provide 25 feet from the centerline of Thomas Road;
5. Revision of the Final Plat to label each lot with its size in square feet and acres, adjusted for any required dedication, or provision of a table on the Final Plat with the same information;
6. Revision of the Final Plat to illustrate a 25-foot front yard setback along Schillinger Road South and Thomas Road;
7. Removal of the side and rear yard setbacks from the Final Plat;
8. Revision of the Final Plat to depict all existing easements;
9. Provision of a note on the Final Plat stating no structures shall be constructed within any easement without the prior consent of the easement holder;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

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

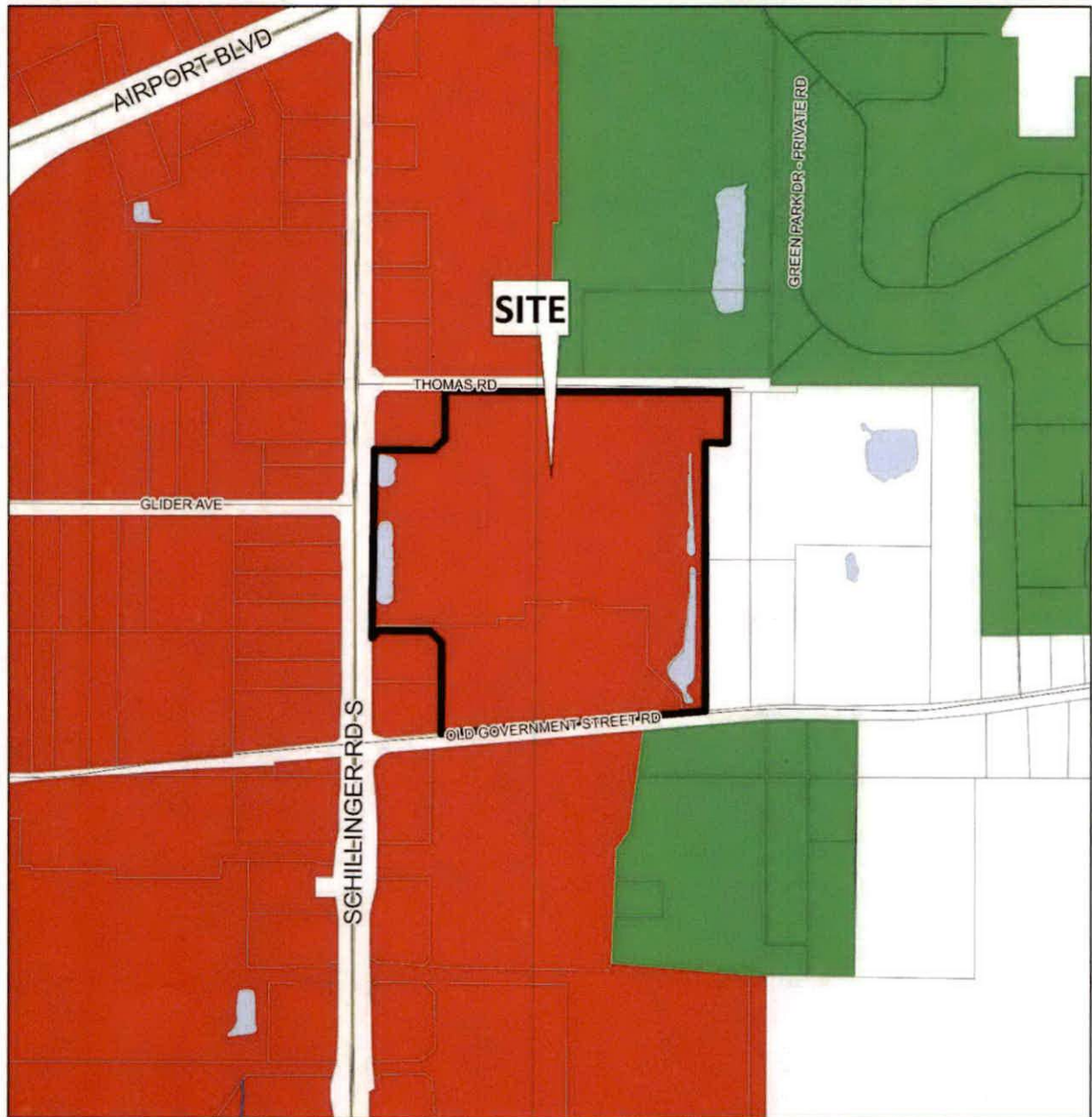
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Retention of the building sizes labeled in square feet on the Final PUD Site Plan;
2. Revision of the Final PUD Site Plan to depict the rights-of-way along Schillinger Road South and Thomas Road, as finalized with the associated subdivision request;
3. Provision of the lot sizes labeled in square feet and acres on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request, or provision of a table with the same information on the Final PUD Site Plan;
4. Revision of the Final PUD Site Plan to depict compliance with the off-street parking requirements of Article 3, Section 64-3-12.A. of the UDC, along with the provision of a table listing the number of required and provided parking spaces;
5. Revision of the Final PUD Site Plan to illustrate curbing and/or wheel stops demonstrating how vehicles will be prevented from encroaching beyond designated parking areas;
6. Provision of a note on the Final PUD Site Plan stating any required parking lot lighting will comply with the illumination standards of Article 3, Section 64-3-9.C. of the UDC and, if applicable, provision of a photometric plan at the time of permitting illustrating compliance with these standards;
7. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking provisions of Article 3, Section 64-3-12.A.9. of the UDC, including the minimum number and location requirements;
8. Revision of the Final PUD Site Plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
9. If applicable, revision of the Final PUD Site Plan to illustrate compliance with the vehicle stacking standards of Article 4, Section 64-4-6 of the UDC;
10. Revision of the Final PUD Site Plan to depict compliance with the on-site traffic circulation and maneuverability requirements of Article 3, Section 64-3-12 of the UDC;
11. Revision of the Final PUD Site Plan to illustrate the front, side, and rear yard setback standards of Article 2, Section 64-2-14.E. of the UDC;
12. Provision of a note on the Final PUD Site Plan stating the site will comply with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, along with the provision of a detailed landscape plan at the time of permitting illustrating compliance with these requirements;
13. Provision of a separate site plan reflecting a comprehensive layout of the existing PUD overlaid with the proposed development;
14. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC, or provision of a note stating curbside waste collection will be utilized;
15. Placement of a note on the Final PUD site plan stating future development or redevelopment of the properties may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
16. Completion of the subdivision process;
17. Compliance with all Engineering comments noted in this staff report;
18. Compliance with all Traffic Engineering comments noted in this staff report;
19. Compliance with all Urban Forestry comments noted in this staff report;
20. Compliance with all Fire Department comments noted in this staff report;
21. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
22. Full compliance with all municipal codes and ordinances.

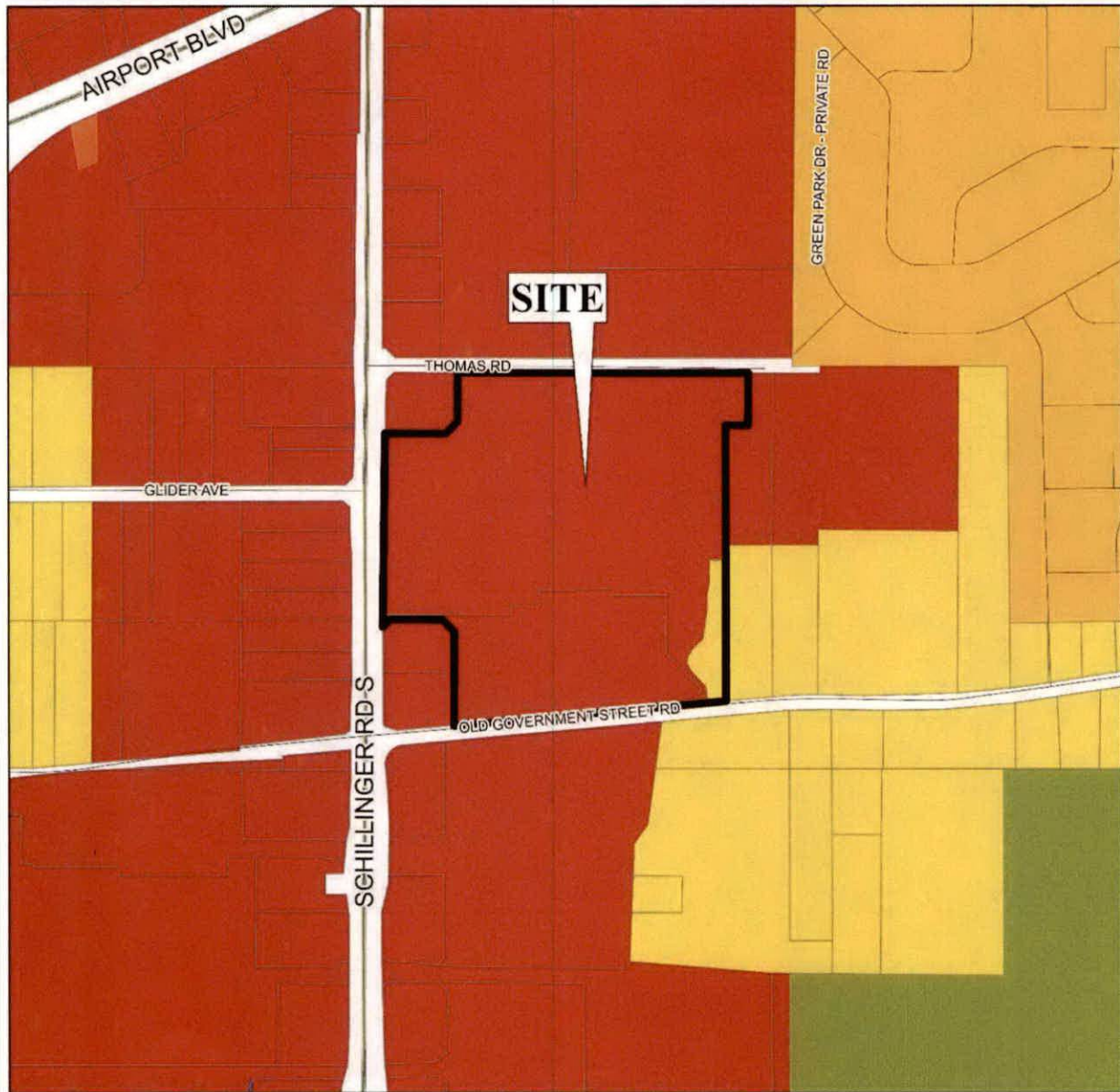
LOCATOR ZONING MAP



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



FLUM LOCATOR MAP

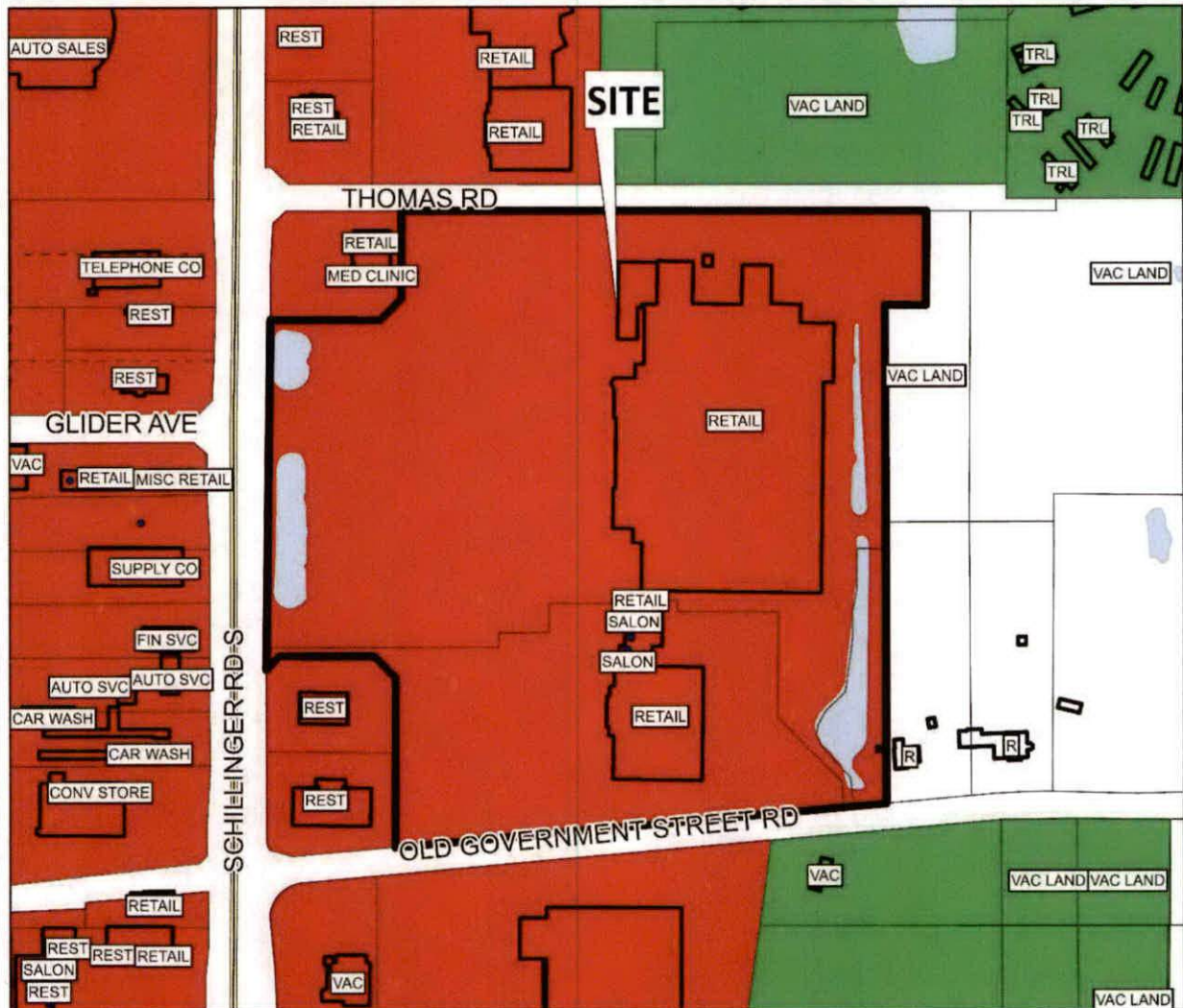


APPLICATION NUMBER 6 DATE June 12, 2025
 APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
 REQUEST Subdivision, PUD Mod

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



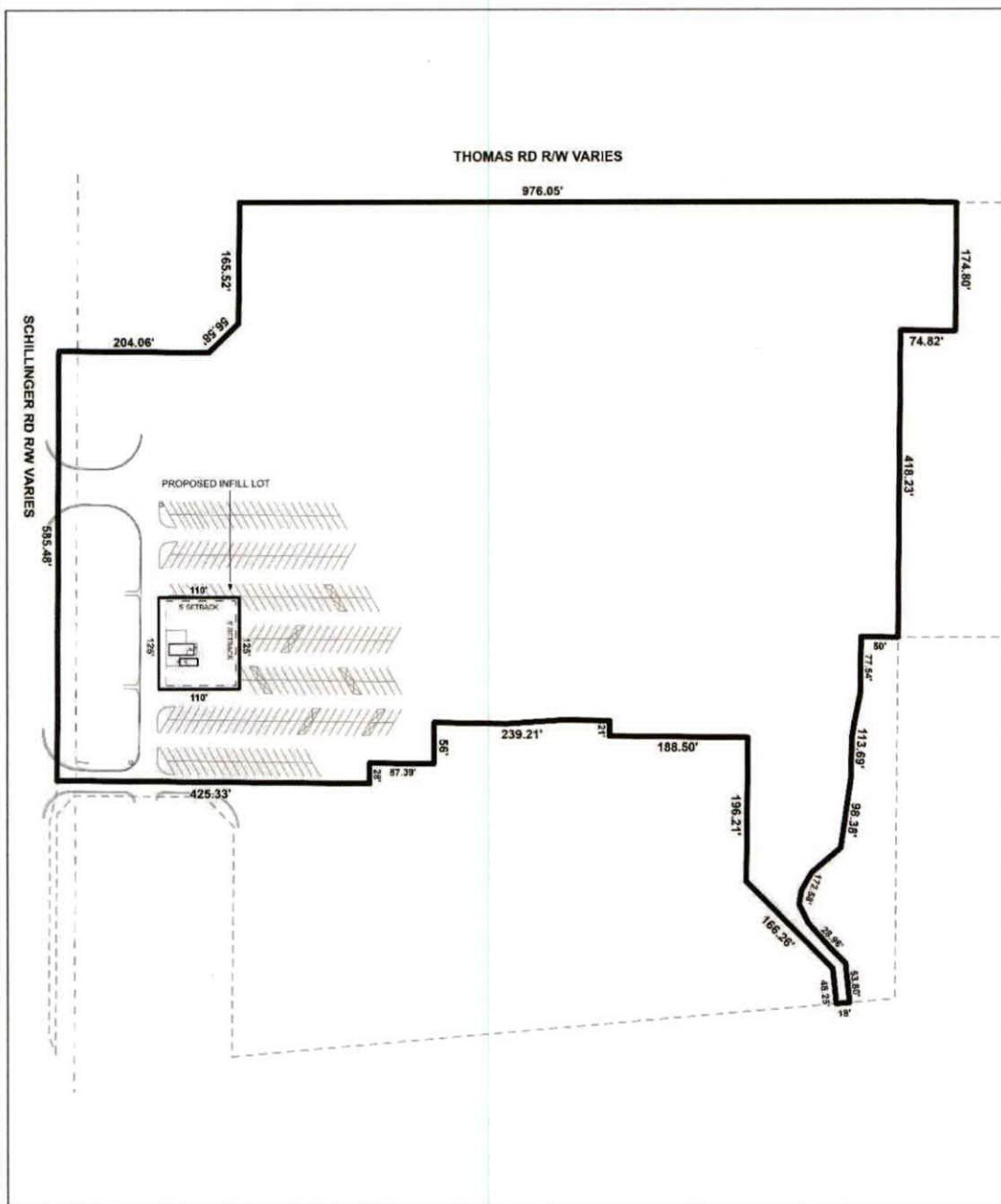
The site is surrounded by commercial units.
Residential units lie to the east.

APPLICATION NUMBER 6 DATE June 12, 2025
 APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A
 REQUEST Subdivision, PUD Mod

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



SITE PLAN



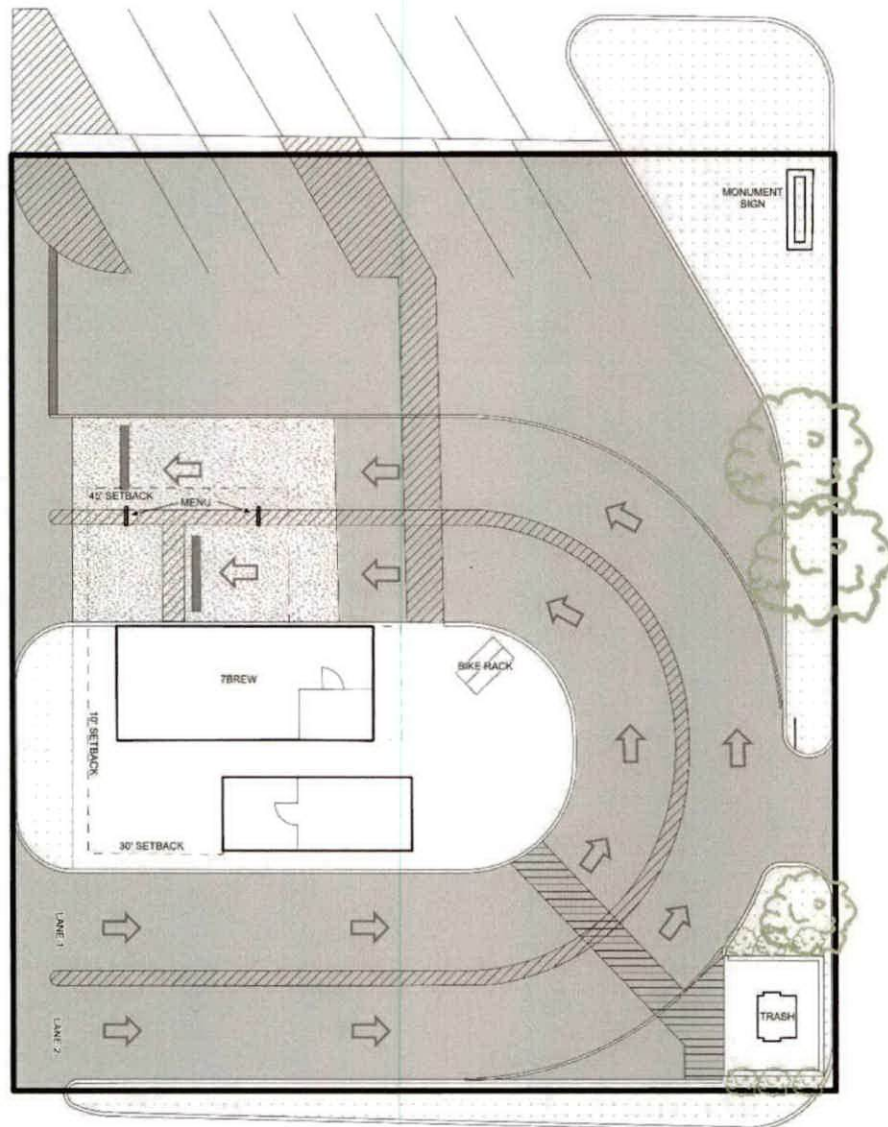
The site plan illustrates the proposed building, drives, parking, and setbacks.

APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



NTS

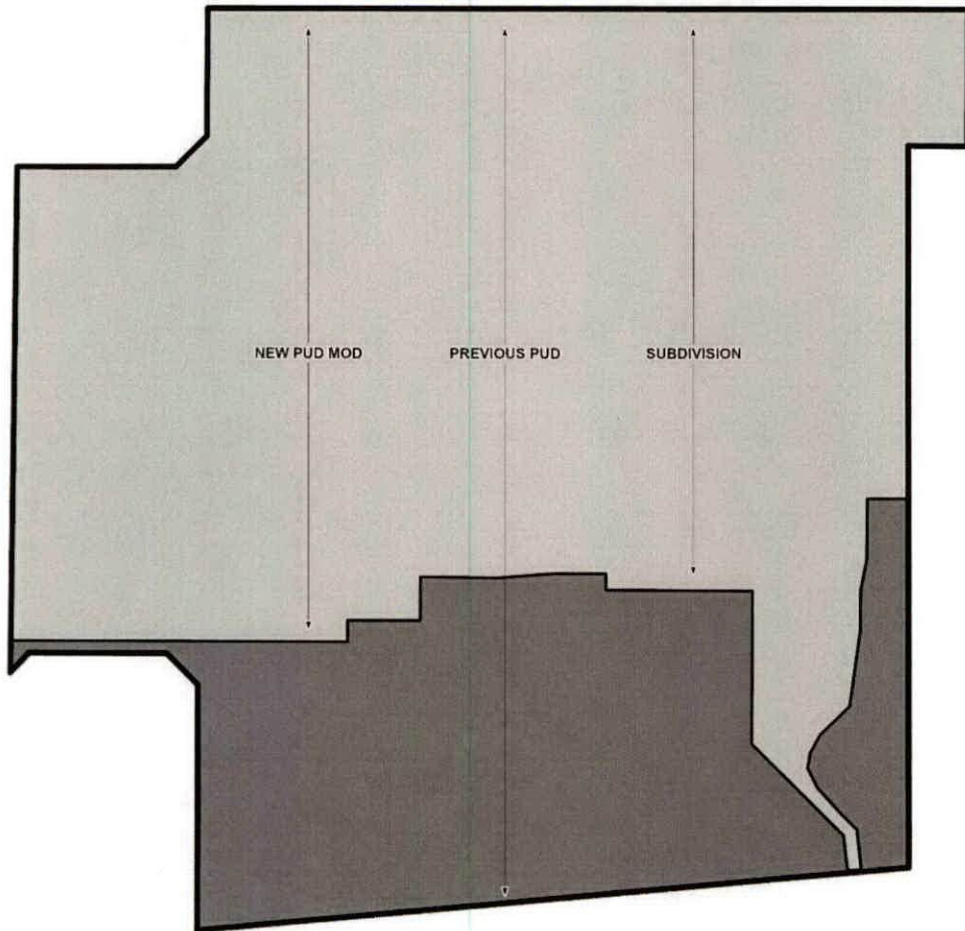
DETAIL SITE PLAN



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		

N
NTS

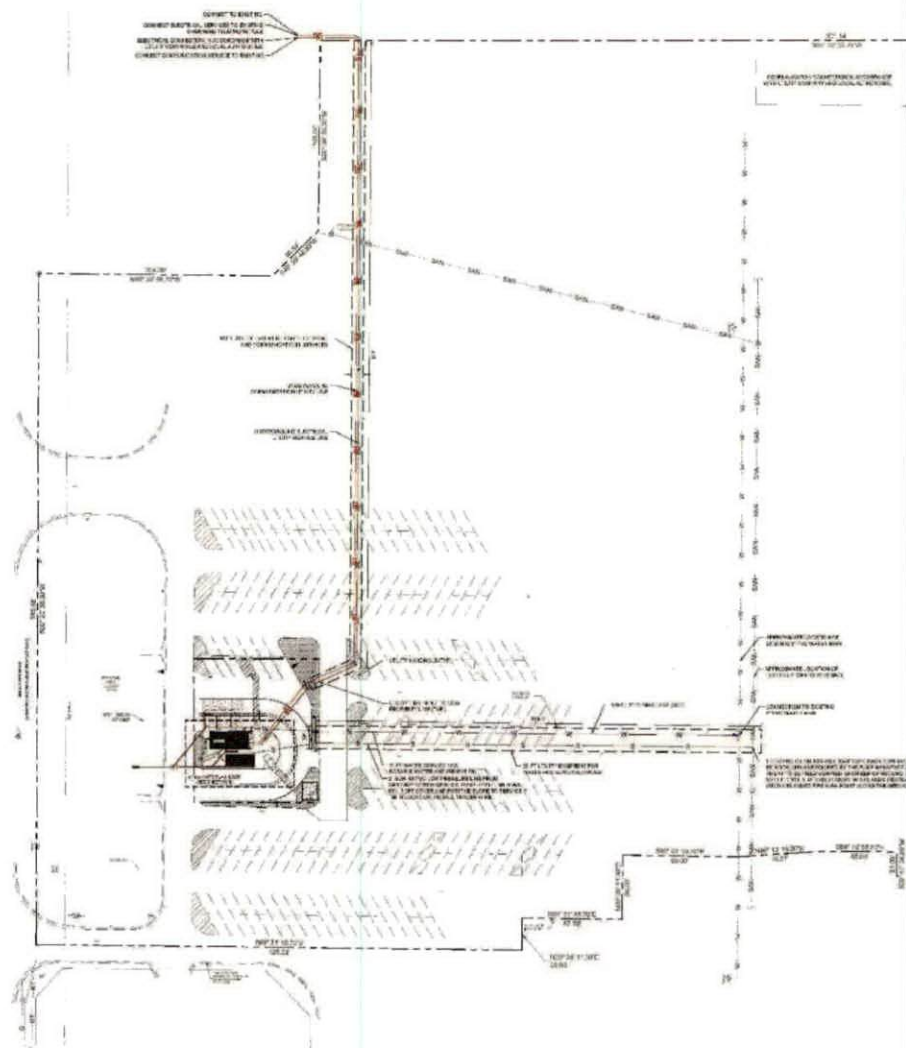
DETAIL SITE PLAN



APPLICATION NUMBER	6	DATE	June 12, 2025
APPLICANT	Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A		
REQUEST	Subdivision, PUD Mod		



DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE June 12, 2025

APPLICANT Resubdivision of Lot 4 Schillinger Towne Center, Resubdivision of Lot A

REQUEST Subdivision, PUD Mod

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■						□	
TWO-FAMILY RESIDENCE	R-2	■					■		■						□	○
MULTIPLE-FAMILY	R-3	○	■				■	■							□	○
RESIDENTIAL-BUSINESS	R-B		○				■		■						□	○
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■						□	
HISTORIC BUSINESS	H-B				■		■		■						□	
VILLAGE CENTER	TCD						■	■							□	
NEIGH. CENTER	TCD						■	■							□	
NEIGH. GENERAL	TCD						■								□	
DOWNTOWN DEV. DDD	T-6				■										□	
DOWNTOWN DEV. DDD	T-5.1				■		■		□						□	
DOWNTOWN DEV. DDD	T-5.2				■		■								□	
DOWNTOWN DEV. DDD	T-4				■		■		□						□	
DOWNTOWN DEV. DDD	T-3				■		■								□	
DOWNTOWN DEV. DDD	SD-WH										○	○			□	
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○			□	
BUFFER BUSINESS	B-1		□				□	■	■	■					□	○
NEIGH. BUSINESS	B-2		○				□	■	■	■					□	○
LIMITED BUSINESS	LB-2		○				□	■	■	■					□	○
COMMUNITY BUSINESS	B-3					■				■			○	○	□	○
GEN. BUSINESS	B-4				■					■			○	○	□	○
OFFICE-DISTRIBUTION	B-5									■	■				□	□
LIGHT INDUSTRY	I-1										■				□	□
HEAVY INDUSTRY	I-2											■			□	□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

R E S O L U T I O N

Sponsored by: Councilmember William Carroll, District 2

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

Type of application: Special Retail, more than 30 days, License

Submitted by: Bay Gourmet, LLC

Location: Bay Gourmet
653 St. Louis Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/12/2025	TRANSFER - LOCATION	2025 - 5741	64786	2	August 19, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

BAY GOURMET LLC

Trade Name (DBA)

BAY GOURMET

Location Address

653 ST LOUIS STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
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BAY GOURMET

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653 ST LOUIS STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: August 13, 2025

Re: Application # 5741 / 653 St. Louis St.

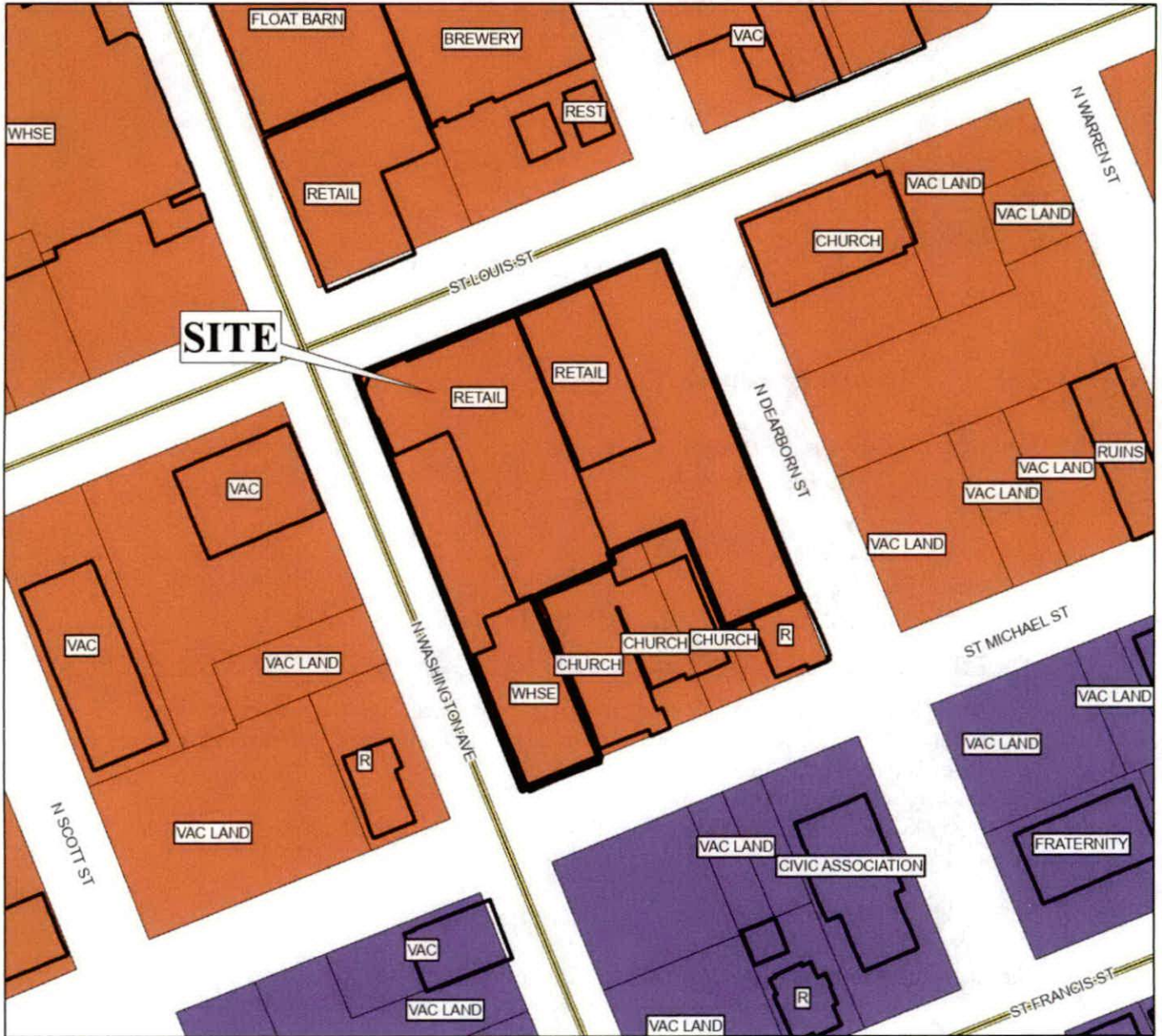
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned SD-WH. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

The site is located within the Downtown Development District, which exempts SD-WH from parking requirements.

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

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

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5741 DATE 8/19/2025
 APPLICANT BAY GOURMET LLC
 LOCATION 653 ST LOUIS ST
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/12/2025	TRANSFER - LOCATION	2025 - 5741	64786	2	August 19, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

BAY GOURMET LLC

Trade Name (DBA)

BAY GOURMET

Location Address

653 ST LOUIS STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
SARAH M CLARK	OWNER	NO	"	YGOURMETCATERING@GMAIL.COM

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

What is/was the start date of this business? 12/16/2002

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date 08/12/2025	Application Type TRANSFER - LOCATION	Application Number 2025 - 5741	License Account # 64786	Council District 2	Council Agenda Date August 19, 2025
License Type Applied for with Alabama ABC Board 160 - SPECIAL RETAIL - MORE THAN 30 DAYS			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name BAY GOURMET LLC			Trade Name (DBA) BAY GOURMET		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/11/2003	SOS Entity ID 5455 PG 0669	State AL	County MOBILE
Federal Tax ID (FEIN) 06-1665587	Alabama State Sales Tax ID 490049232		Business Phone Number		
Physical Address (Street Address, Suite #) 653 ST LOUIS STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) 653 ST LOUIS STREET		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) OTHER EVENT HALL		If Location Transfer, Previous Street Address and Zip Code 853 DAUPHIN STREET MOBILE 36602			
Contact Person Information					
Name SARAH M CLARK	Title OWNER	POA NO	Phone	Email BAYGOURMETCATERING@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name BAY GOURMET LLC			Trade Name (DBA) BAY GOURMET		
ABC License Type 160 - SPECIAL RETAIL - MORE THAN 30 DAYS		License Number 011288249	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name CROWNHALL PROPERTIES LLC			Property Owner Phone Number	Property Owner Email BAYGOURMETCATERING@GMAIL.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 653 ST LOUIS STREET			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 29,305	Bldg Seating Capacity 300	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

BAY GOURMET LLC

dba

BAY GOURMET

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at

653 ST LOUIS STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

August 19, 2025 for application number **2025 - 5741**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and publichearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

BAY GOURMET LLC

Trade Name (DBA)

BAY GOURMET

Location Address

653 ST LOUIS STREET

Zip Code

36602

Application Number

2025 - 5741

Notice Post Date @ Location

08/12/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 19, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office



Applicant/POA Signature



Revenue Department Representative

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

CITY OF MOBILE
REVENUE DEPARTMENT

August 11, 2025



BAY GOURMET

653 ST LOUIS STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 64786 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2119511	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

08/12/2025 11:50AM CHARLITTA
047874-0002

BUSINESS LICENSE

BAY GOURMET LLC

64786

2025 2119511

ALCOHOL APPLICATION

FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50

Visa *****5453

Ref=1c453043-6436-4b00-9ba1-7c52976aeb25

Auth=00036G

Change due \$0.00

Paid by: BAY GOURMET LLC



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

BAY GOURMET LLC

dba

BAY GOURMET

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at

653 ST LOUIS STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

August 19, 2025

for application number **2025 - 5739**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

BAY GOURMET LLC

Trade Name (DBA)

BAY GOURMET

Location Address

653 ST LOUIS STREET

Zip Code

36602

Application Number

2025 - 5739

Notice Post Date @ Location

08/12/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 19, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office



Applicant/POA Signature



Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250725161435839



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BAY GOURMET LLC
Address: 853 DAUPHIN ST STE A
MOBILE, AL 36602
Telephone: 27

NEW APPLICANT:
BAY GOURMET LLC
Address: 653 SAINT LOUIS ST
MOBILE, AL 36602
Telephone

Current License No: 160-011288249

LICENSED PREMISES ADDRESS: 653 SAINT LOUIS ST MOBILE, AL 36602

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 25 day of July, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Sarah Clark
Print Name: Sarah Clark
Title: member

Sarah Clark
Print Name: Sarah Clark
Title: member

WITNESS: (By ABC Enforcement)
Revised 9/08

Darryl Durham



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250725161435839

Type License: **160 - SPECIAL RETAIL - MORE THAN 30 DAYS** State: County:

Type License: State: County:

Trade Name: **BAY GOURMET**

Filing Fee:

Applicant: **BAY GOURMET LLC**

Transfer Fee: **\$50.00**

Location Address: **653 SAINT LOUIS ST MOBILE, AL 36602**

Mailing Address: **653 SAINT LOUIS ST MOBILE, AL 36602**

County: **MOBILE** Tobacco sales: **NO** Tobacco Vending Machines:

Product Type: Type Ownership: **LLC**

Book, Page, or Document info: **5455 PG 0669**

Do you sell Draft Beer?:

Date Incorporated: **09/11/2003** State incorporated: **AL** County Incorporated: **MOBILE**

Date of Authority: **09/11/2003**

Federal Tax ID: **06-1665587**

Alabama State Sales Tax ID: **490049232**

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

SARAH MARICE CLARK	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**

Does ABC have any actions pending against the current licensee? **NO**

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: **SARAH CLARK**

Business Phone

Fax:

Home Phone

Cell Phone

E-mail: **BAYGOURMETCATERING@GMAIL.COM**

PREVIOUS LICENSE INFORMATION:

Trade Name: **BAY GOURMET**

Applicant: **BAY GOURMET LLC**

Previous License Number(s)

License 1: **160-011288249**

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250725161435839

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **CROWN HALL PROPERTIES LLC**
What is lessors primary business? **CATERING**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**
Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **29305** Display Square Footage:
Building seating capacity: **300** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: **1 blocks** Nearest church: **1 blocks** Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250725161435839



Initial each

SME
SME

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

SME

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

SME

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

XX

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

SME

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

SME

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

SME

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 29, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

SME

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

Applicant Name (print): Sarah Clark

Signature of Applicant: Sarah Clark

Notary Name (print): Cynthia M Paul

Notary Signature: Cynthia M Paul

Commission expires:

Application Taken: 7-29-25 App. Inv. Completed:

Submitted to Local Government:

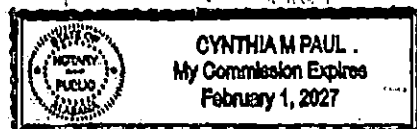
Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250725161435839



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: NO

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is there any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND THE LANDLORD ARE THE SAME PERSON



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2025-2026

LICENSE EXPIRES SEPTEMBER 30, 2026
RENEW LICENSE(S) BEFORE AUGUST 1, 2026

Confirmation Number: 20250711000013462

Renewal Period: June 1, 2026 Through July 31, 2026

License Number: 011288249



County:	MOBILE	Tobacco Business Type:	44	Vending Machines:	0
Effective Date:	10/01/2025	Printed Date:	07/11/2025		
Trade Name:	BAY GOURMET				
Licensee:	BAY GOURMET LLC				
Location:	853 DAUPHIN STREET STE A				
	MOBILE	AL		36602	
Mailing Address:	853 DAUPHIN STREET STE A				
	MOBILE	AL		36602	

160 SPECIAL RETAIL - MORE THAN 30 DAYS
Restrictions on File.

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

108791



Curtis E. Stewart

ADMINISTRATOR



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

August 1st, 2025

Dear Ms. Clark,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CLARK, SARAH MARICE

Address: 17

Nick Name:

Phone:

Race: W - WHITE

DOB:

Sex: F

Age: 52

Weight: 136

Eyes: GREEN

Height: 5'06"

Facial:

Hair: BLONDE OR STRAWBERRY

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State:

DL #

DL Type: D

SSN

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: Aganes

DATE: 6/24/25

**ARTICLES OF ORGANIZATION
OF
BAY GOURMET, L.L.C.**

THE UNDERSIGNED, acting as Organizing Members, do hereby associate ourselves into a limited liability company pursuant to the provisions of the "Alabama Limited Liability Company Act" as codified in Chapter 12 of Title 10 of the Code of Alabama of 1975, as amended, and do hereby adopt the following Articles of Organization:

ARTICLE ONE

BAY GOURMET: The name of the limited liability company is Bay Gourmet L.L.C. (hereinafter referred to as "Company").

ARTICLE TWO

DURATION: The period for the duration of the Company shall commence on the date of recordation of these Articles and shall continue until the 1st day of October, 2006, unless extended by amendment to these Articles, or unless dissolved sooner pursuant to the laws of the State of Alabama or the Operating Agreement of the Company, as in effect from time to time.

ARTICLE THREE

PURPOSES: The purposes for which the Company is organized are to provide full service catering and food preparation.

ARTICLE FOUR

REGISTERED OFFICE AND AGENT: The address of the initial registered office of the Company is as follows:

1714 McGill Avenue
Mobile, Alabama 36604

and the name of the initial registered agent of the Company at said address is as follows:

Sarah Clark

ARTICLE FIVE

The names and the mailing addresses of the initial Members of the Company are as follows:

Sarah Clark 1714 McGill Avenue, Mobile, AL 36604

Marian Titlestad 1569 Fernway, Mobile, AL 36604

ARTICLE SIX

Additional Members, as that term is defined in the Operating Agreement of the Company, may be admitted as Members to the Company, but only upon the written consent of Members holding a majority of the Sharing Ratio Interests of the Company, as that term is defined in the Operating Agreement of the Company.

Substitute Members, as that term is defined in the Operating Agreement of the Company, may be admitted as Members to the Company, but only upon the written consent of the non-transferring Members holding a majority of the Sharing Ratio Interests of the Company.

The Operating Agreement of the Company contains restrictions on the transfer, assignment and hypothecation of a Member's Sharing Ratio Interest.

ARTICLE SEVEN

CONTINUITY OF BUSINESS: Upon the death, retirement, resignation, expulsion, bankruptcy, dissolution, or dissociation of a Member or the occurrence of any other event which terminates the continued Membership of a Member of the Company, the business of the Company shall not be continued and the Company shall be dissolved unless there is obtained the written consent of remaining Members holding a majority of the Sharing Ratio Interests of the Company (provided that there are at least two remaining Members or at least one remaining Member and a new Member is admitted) within 90 days after the occurrence of the terminating event.

ARTICLE EIGHT

MANAGEMENT: The Company shall be managed by its Members.

ARTICLE NINE

INTERNAL AFFAIRS: The provisions for the regulation of the internal affairs of the Company shall be as set forth in the Operating Agreement of the Company.

ARTICLE TEN

NO LIABILITY: The Members of the Company shall have no liability for any debt, obligation or liability of the Company, as provided in the Alabama Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned Organizing Members have hereunto affixed their signatures on this the 11th day of September, 2003.

Sarah M. Clark

Sarah M. Clark

Marian P. Titlestad

Marian P. Titlestad

THIS INSTRUMENT PREPARED BY:

Sarah M. Clark
1714 McGill Avenue
Mobile, Alabama 36604
(251) 476-1342

State of Alabama - Mobile County
I certify this instrument was filed on:

Thu, Sep-11-2003 @ 11:24:59AM

RECORDING FEE	36.00
S. E. FEE	2.00
TOTAL AMOUNT	\$38.00

2003081812

Don Davis, Judge of Probate

State of Alabama-Mobile County
I certify this instrument was filed on:
September 2, 2011 @ 2:35:49 PM
RECORDING FEE \$25.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$28.00

CERTIFICATE OF AMENDMENT
TO THE CERTIFICATE OF FORMATION

2011047125
Don Davis, Judge of Probate

OF
BAY GOURMET, L.L.C.

For the purpose of amending the Certificate of Formation of Bay Gourmet, L.L.C., a domestic limited liability company formed pursuant to Chapter 5 and Chapter 1 (to the extent the provisions thereof are applicable to limited liability companies) of the "Alabama Business and Nonprofit Entity Code" (See Ala. Code §§ 10A-1-1.01 *et seq.*) (hereinafter referred to as the "Entities Code") (formerly, Ala. Code § 10-12-10 of the "Alabama Limited Liability Company Act), the undersigned Members do hereby sign and adopt this Certificate of Amendment, and, upon the filing of record of this Certificate of Amendment in the Office of the Judge of Probate of Mobile County, Alabama the Certificate of Formation of Bay Gourmet, L.L.C. (hereinafter referred to as the "Company"), shall be amended as set forth herein.

ARTICLE ONE

NAME

1.1 The name of the Company is Bay Gourmet, L.L.C.

ARTICLE TWO

TYPE OF ENTITY

2.1 The Company is a domestic limited liability company.

ARTICLE THREE

DATE OF FORMATION

3.1 The Company was formed on September 11, 2003 by filing Articles of Organization with the Judge of Probate of Mobile County, Alabama.

ARTICLE FOUR

AMENDMENTS

4.1 The following amendments to the Articles of Organization of the Company were approved by the Members of the Company in the manner prescribed by the Entities Code and the Company's governing documents:

(a) The Articles of Organization shall be amended by deleting Article Two ("Duration") in its entirety therefrom, and substituting in lieu thereof the following:

"ARTICLE TWO

DURATION: The period for the duration of the Company shall be perpetual, and the Company shall continue until it is dissolved in accordance with the provisions of the Company's Operating Agreement, as then in effect, and the Entities Code."

(b) The Articles of Organization shall be further amended by deleting Article Three ("Purposes") in its entirety therefrom, and substituting in lieu thereof the following:

"ARTICLE THREE

PURPOSES: The purposes for which the Company is organized are:

(a) To provide catering and food preparation services, and all services ancillary thereto; and

(b) In general, to take any and all actions, and to exercise any and all powers which it might now or hereafter be lawful for a limited liability company to do or exercise under the Entities Code, or any act amendatory thereof or supplemental thereto that may be now or hereafter in force."

4.2 Except as herein and hereby corrected, amended, modified or changed, all items and provisions of the Company's Articles of Organization shall continue in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, the undersigned Members have hereunto affixed their signatures on this the 11th day of April, 2011.



SARAH CLARK



MARIAN TITLESTAD

THIS INSTRUMENT PREPARED BY:

LESLIE G. WEEKS, Esquire
HELMSING, LEACH, HERLONG,
NEWMAN & ROUSE, P.C.
150 Government Street, Suite 2000
Mobile, Alabama 36602
(251) 432-5521

UNANIMOUS CONSENT OF MEMBERS OF
BAY GOURMET, L.L.C., AN ALABAMA LIMITED LIABILITY COMPANY

The undersigned, being all of the Members of BAY GOURMET, L.L.C., an Alabama limited liability company (the "Company"), hereby unanimously consent to the taking of all actions set forth in the resolutions which follow.

By unanimous consent, the following resolutions are hereby adopted:

WHEREAS, pursuant to Article Two of the Company's Articles of Organization, dated September 11, 2003, the Company's duration is limited and its stated term has expired; and

WHEREAS, the Company has continued to operate despite the expiration of its term; and

WHEREAS, the Company wishes to amend its Articles of Organization to, inter alia, reflect that its duration is perpetual; and

WHEREAS, the Company wishes to ratify, confirm and approve its operations since the expiration of its term.

NOW, THEREFORE, BE IT RESOLVED, that the Members hereby ratify, confirm and approve the Company's operations, activities, contracts, and actions since the expiration of its contemplated term; and

BE IT FURTHER RESOLVED, that the Members hereby ratify, confirm and approve the Amendment of the Articles of Organization of the Company, in the form attached hereto as Exhibit "A".

This Unanimous Consent shall become effective on the date of execution by the undersigned Members of the Company. This Unanimous Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4-11-2011
Date Signed

Sarah M. Clark
SARAH M. CLARK

4-11-2011
Date Signed

Marian P. Titlestad
MARIAN P. TITLESTAD

CERTIFICATE OF AMENDMENT
TO THE CERTIFICATE OF FORMATION
OF
BAY GOURMET, L.L.C.

For the purpose of amending the Certificate of Formation of Bay Gourmet, L.L.C., a domestic limited liability company formed pursuant to Chapter 5 and Chapter 1 (to the extent the provisions thereof are applicable to limited liability companies) of the "Alabama Business and Nonprofit Entity Code" (See Ala. Code §§ 10A-1-1.01 *et seq.*) (hereinafter referred to as the "Entities Code") (formerly, Ala. Code § 10-12-10 of the "Alabama Limited Liability Company Act"), the undersigned Members do hereby sign and adopt this Certificate of Amendment, and, upon the filing of record of this Certificate of Amendment in the Office of the Judge of Probate of Mobile County, Alabama the Certificate of Formation of Bay Gourmet, L.L.C. (hereinafter referred to as the "Company"), shall be amended as set forth herein.

ARTICLE ONE

NAME

- 1.1 The name of the Company is Bay Gourmet, L.L.C.

ARTICLE TWO

TYPE OF ENTITY

- 2.1 The Company is a domestic limited liability company.

ARTICLE THREE

DATE OF FORMATION

- 3.1 The Company was formed on September 11, 2003 by filing Articles of Organization with the Judge of Probate of Mobile County, Alabama.

ARTICLE FOUR

AMENDMENTS

- 4.1 The following amendments to the Articles of Organization of the Company were approved by the Members of the Company in the manner prescribed by the Entities Code and the Company's governing documents:

(a) The Articles of Organization shall be amended by deleting Article Two ("Duration") in its entirety therefrom, and substituting in lieu thereof the following:

"ARTICLE TWO

DURATION: The period for the duration of the Company shall be perpetual, and the Company shall continue until it is dissolved in accordance with the provisions of the Company's Operating Agreement, as then in effect, and the Entities Code."

(b) The Articles of Organization shall be further amended by deleting Article Three ("Purposes") in its entirety therefrom, and substituting in lieu thereof the following:

"ARTICLE THREE

PURPOSES: The purposes for which the Company is organized are:

(a) To provide catering and food preparation services, and all services ancillary thereto; and

(b) In general, to take any and all actions, and to exercise any and all powers which it might now or hereafter be lawful for a limited liability company to do or exercise under the Entities Code, or any act amendatory thereof or supplemental thereto that may be now or hereafter in force."

4.2 Except as herein and hereby corrected, amended, modified or changed, all items and provisions of the Company's Articles of Organization shall continue in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, the undersigned Members have hereunto affixed their signatures on this the 14th day of April, 2011.



SARAH CLARK



MARIAN TITLESTAD

THIS INSTRUMENT PREPARED BY:

LESLIE G. WEEKS, Esquire
HELMESING, LEACH, HERLONG,
NEWMAN & ROUSE, P.C.
150 Government Street, Suite 2000
Mobile, Alabama 36602
(251) 432-5521

CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF ORGANIZATION
OF
BAY GOURMET, L.L.C.

For the purpose of amending the Articles of Organization of Bay Gourmet, L.L.C., an Alabama limited liability company formed pursuant to the "Alabama Limited Liability Company Act" then in effect, the undersigned sole Member does hereby sign and adopt this Certificate of Amendment, and, upon the filing of record of this Certificate of Amendment in the Office of the Judge of Probate of Mobile County, Alabama the Articles of Organization of Bay Gourmet, L.L.C. (hereinafter referred to as the "Company"), shall be amended as set forth herein.

ARTICLE ONE
NAME

- 1.1 The name of the Company is Bay Gourmet, L.L.C.

ARTICLE TWO
TYPE OF ENTITY

- 2.1 The Company is a domestic limited liability company.

ARTICLE THREE
DATE OF FORMATION AND AMENDMENTS

3.1 The Company was formed on September 11, 2003 by filing Articles of Organization with the Judge of Probate of Mobile County, Alabama as Instrument No. 2003081812 in Bk 5455, Pg 0669, et seq.

3.2 The Company's Articles of Amendment were amended on September 2, 2011 by filing a Certificate of Amendment with the Judge of Probate of Mobile County, Alabama as Instrument No. 2011047125 in Bk 6810, Pg 331, et seq.

ARTICLE FOUR
AMENDMENT

4.1 The Articles of Organization of Bay Gourmet, L.L.C., as recorded in Bk 5455, Pg 0669, et seq. of the records in the Office of the Judge of Probate of Mobile County, Alabama, shall be amended by adding a new Article Five-A which shall read as follows:

"ARTICLE FIVE-A
NAME

Since December 16, 2016, Sarah Clark has been the sole Member of the Company. The name and mailing address of said sole Member is as follows:

Sarah Clark

1714 McGill Avenue, Mobile, AL 36604"

16713 2nd Amend to Art of Org
Doc.#514507
4821-5374-3253, v.

-1-

4.2 Except as herein and hereby amended, all items and provisions of the Company's Articles of Organization, as amended, shall continue in full force and effect according to the terms thereof.

ARTICLE FIVE
MEMBER APPROVAL

5.1 The sole Member of the Company has approved this Amendment by execution of this Amendment and in the manner required by the Entities Code.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has hereunto affixed her hand and seal on this the 20th day of June, 2019.

Sarah Clark

SARAH CLARK

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said County, in said State, hereby certify that SARAH CLARK, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this 20th day of June, 2019.

Monica Nicholas
NOTARY PUBLIC

My Commission Expires

(NOTARY SEAL)



THIS INSTRUMENT PREPARED BY:
Leslie G. Weeks, Esquire
HELMSING, LEACH, HERLONG,
NEWMAN & ROUSE, P.C.
150 Government Street, Suite 2000
Mobile, Alabama 36602
(251) 432-5521

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

BAY GOURMET, L.L.C.
An Alabama Limited Liability Company

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into as of the date of its execution, as shown in the signature blocks below, by and between BAY GOURMET, L.L.C., an Alabama limited liability company (the "Company"), and SARAH M. CLARK (the "Member").

WHEREAS, the Company was formed as a limited liability company by the filing of its Articles of Organization in the Office of the Judge of Probate of Mobile County, Alabama (the "County") on September 11, 2003 as Instrument No. 2003081812, pursuant to and in accordance with the former Alabama Limited Liability Company Act, which was repealed and replaced with the Alabama Limited Liability Company Law codified as part of the Alabama Business and Nonprofit Entity Code, Ala. Code §§ 10A-1-1.01 *et seq.*, as amended (the "LLC Law");

WHEREAS, the original Articles of Organization were amended by filing of Certificates of Amendment with the County on September 2, 2011 and June 20, 2019 as Instrument Nos. 2011047125 and 2019034703;

WHEREAS, Marian P. Titlestad was previously a member of the Company pursuant to the Company's Operating Agreement dated September 11, 2003 (the "Original Operating Agreement");

WHEREAS, pursuant to the Sharing Ratio Interest Purchase Agreement between Marian P. Titlestad and Member, dated effective as of December 31, 2016, the Member acquired all of Ms. Titlestad's sharing ratio interests in the Company and became the sole member of the Company;

WHEREAS, Ms. Titlestad also executed an Assignment of Sharing Ratio Interest; Resignation effective as of December 31, 2016 pursuant to which she (i) assigned and conveyed all of her interest in the Company to the Member and (ii) resigned any position she held as an officer, manager or director of the Company; and

WHEREAS, the Company and the Member desire to enter into this Agreement to reflect the removal of Ms. Titlestad as a Member of the Company and to define the rights and obligations of the Member of the Company from time to time in accordance with the current LLC Law.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto covenant and agree that the Company's Original Operating Agreement is amended and restated in its entirety as follows and that this Agreement is the limited liability company agreement (as defined under the LLC Law) for the Company and its Member:

1. **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the LLC Law and to engage in any and all activities necessary or incidental thereto.

2. **Members.** The Member owns 100% of the membership interests in the Company. The full name and current business or residence street address of the Member are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

3. **Management.**

(a) **Authority; Powers and Duties of the Member.** The Member shall have exclusive and complete authority and discretion to manage the activities and affairs of the Company and to make all decisions with respect thereto; *provided, further*, that no other person shall have the power, right or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditure on behalf of the Company, without the consent of the Member. Any powers of attorney or other, actual or apparent authorization to act on behalf of the Company or its Member granted to Marian P. Titlestad or Tuan Titlestad were, effective as of December 31, 2016, revoked, null and void. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall further have all such authority, rights and powers to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) **Election of Officers; Delegation of Authority.** The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company.

4. **Action by Written Consent.** Any action required or permitted to be taken by the Member may, but need not, be effected in the form of a signed writing evidencing the same.

5. **Capital Contributions.** The Member shall not be required to make any additional capital contribution to the Company, except as the Member may determine otherwise.

6. **Loans by Member.** The Member may, but is not obligated to, loan to the Company from time to time such sums of money bearing such rates of interest and being repayable under such terms and conditions as the Member may determine to be appropriate for the conduct of the Company's activities and affairs.

7. **Income and Deductions.** All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

8. **Distributions.** Except as otherwise provided in Section 11 hereof, distributions shall be made to the Member at such times and in such amounts as the Member may determine.

9. **Company Debts; Indemnification.**

(a) **Company Debts.** Except as otherwise required by the LLC Law, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or participating in the management of the Company.

(b) **Indemnification.** To the fullest extent permitted by the LLC Law, the Member and Officers (irrespective of the capacity in which action is taken) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member or Officer relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member or Officer on behalf of the Company; provided, however, that such indemnification in any given situation is approved by the Member, and provided further that any indemnity under this Section 9(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

10. **Dissociation.** The Member shall be dissociated as a member of the Company only upon the occurrence of one or more of the following events:

(a) The Company receives notification from the Member of the Member's desire to voluntarily dissociate; or

(b) Transfer of the Member's entire remaining transferable interest to a transferee upon such transferee becoming a member with respect thereto.

11. **Dissolution; Liquidation.**

(a) The Company shall dissolve, and its activities and affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 10A-5A-7.01 of the LLC Law, unless the Company's existence is continued pursuant to the LLC Law.

(b) In the event of dissolution, the Member shall immediately commence to wind up the activities and affairs of the Company in accordance with the LLC Law. During the winding up period, the Company's existence as a limited liability company and the rights and obligations of the Member under this Agreement shall continue, but the Company may not carry on any activities except as may be appropriate in connection therewith.

(c) Upon winding up of the Company's activities and affairs, assets of the Company shall be applied as follows: (i) first, to creditors, including the Member to the extent permitted by law, until all the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof); and (ii) thereafter, to the Member.

(d) Upon completion of winding up and distribution of the Company's remaining assets in accordance with this Section 11, the Member shall file a Statement of Dissolution in accordance with the LLC Law.

12. **Miscellaneous.**

(a) **Entire Agreement; Amendments.** This Agreement embodies the entire understanding of the parties with regard to the regulation and establishment of the affairs of the Company, the conduct of its activities, and the relations of the Member with respect thereto, and may not be amended or modified except by a written instrument made, executed and delivered by the Member.

(b) **Governing Law.** This Agreement shall be governed by the laws of the State of Alabama. The rights and obligations of the Member shall be as set forth in the LLC Law except as this Agreement expressly provides otherwise.

(c) **Severability.** In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

(d) **Heirs, Successors and Assigns.** Each and all of the covenants, terms, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(e) **Headings.** The headings in this Agreement are inserted for convenience of reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date fully executed by both parties below.

MEMBER:

Sarah Clark
SARAH M. CLARK
Date: 6-25-2024

COMPANY:

BAY GOURMET, L.L.C. an Alabama limited liability company

By: Sarah Clark
Sarah M. Clark
Its Sole Member
Date: 6-25-2024

EXHIBIT "A"

**Name and Address of
the Sole Member**

Sarah M. Clark



Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999-0038

018179.329005.252300.25772 1 AB 0.507 532



BAY GOURMET LLC
TITLESTAD MARIAN GEN PTR
853 DAUPHIN ST STE A
MOBILE AL 36602-1213



118179

Changes to your December 31, 2020 Form 941

Overpayment: \$9,802.93

We made changes to your December 31, 2020
Form 941.

As a result, your overpayment is \$9,802.93.

Notice	CP210
Tax period	December 31, 2020
Notice date	June 12, 2023
Employer ID number	06-1665587
To contact us	Phone 800-829-0115
Page 1 of 2	

Summary

Amount due on account before adjustment	\$0.00
Tax -- Decrease	3,456.69
Credits - Increase	5,604.26
Credit interest allowed	741.98
Overpayment	\$9,802.93

Continued on back...



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BAY GOURMET LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	4900 49232	01/1/2025	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 722320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

653 SAINT LOUIS ST MOBILE AL 36602-1822



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION

REQUIRE

BEGINNING AT THE SOUTHWEST INTERSECTION OF ST. LOUIS STREET AND DEARBORN STREET; THENCE SOUTH 22 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF DEARBORN STREET 239.15 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 43 SECONDS WEST 55.08 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 00 SECONDS WEST 30.04 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 43 SECONDS WEST 1.01 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 00 SECONDS WEST 43.53 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 43 SECONDS WEST 48.83 FEET; THENCE SOUTH 22 DEGREES 01 MINUTES 39 SECONDS EAST 10.23 FEET; THENCE SOUTH 67 DEGREES 34 MINUTES 21 SECONDS WEST 55.18 FEET; THENCE SOUTH 22 DEGREES 07 MINUTES 12 SECONDS EAST 113.88 FEET TO THE NORTH LINE OF ST. MICHAEL STREET; THENCE SOUTH 67 DEGREES 56 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF ST. MICHAEL STREET 55.00 FEET TO THE NORTHEAST CORNER OF ST. MICHAEL STREET AND WASHINGTON AVENUE; THENCE NORTH 22 DEGREES 01 MINUTES 43 SECONDS WEST ALONG THE EAST LINE OF WASHINGTON AVENUE 290.18 FEET TO THE SOUTHEAST CORNER OF WASHINGTON AVENUE AND ST. LOUIS STREET; THENCE NORTH 67 DEGREES 53 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF ST. LOUIS STREET 215.00 FEET TO THE POINT OF BEGINNING.

The above described property is ☐ Owned ☒ Leased to/by Bay Gourmet

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 17th day of July 20 25

Notary Printed Name

Cynthia M Paul

Notary Signature

Cynthia M Paul

Notary Stamp

Owner of Property (Print Name)

Sarah Clark

Owner of Property (Signature)

Sarah Clark

Street Address

Applicant Name (Print Name)

Sarah Clark

Applicant Name (Signature)

Sarah Clark

Street Address

3 St. Louis Street

City, Zip

Mobile AL 36602

Date Agreement Signed

7-17-2025

Date Agreement Signed

7-17-2025

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of November 2024, by and between **CROWN HALL PROPERTIES, LLC**, an Alabama limited liability company ("Landlord"), and **BAY GOURMET, L.L.C.**, an Alabama limited liability company ("Tenant").

Recitals:

Landlord desires to lease to Tenant and Tenant desires to lease from Landlord certain real property, including improvements thereon, for the purposes and subject to the terms and conditions set forth herein.

Agreement:

NOW THEREFORE, for and in consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Landlord and Tenant hereby covenant and agree as follows:

Section 1. LEASED PROPERTY. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain parcel of real property located at 653 St. Louis Street, 701 St. Louis Street, and 105 N. Washington Street in the City of Mobile, Mobile County, Alabama, as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, together with all of the appurtenances, privileges and easements pertaining thereto, and all improvements located thereon (the "Leased Property").

Section 2. TERM. The Leased Property shall be leased by Landlord to Tenant for a term of twenty-five (25) years (the "Term"); which shall commence on the date first set forth above (the "Commencement Date").

Section 3. BASE RENT. Tenant shall pay to Landlord as base rent the sum of TWENTY-NINE THOUSAND ONE HUNDRED TWENTY AND 95/100 DOLLARS (\$29,120.95) per month ("Base Rent"). Base Rent shall be due and payable on or before the first (1st) day of each calendar month during the Term, and Tenant hereby agrees to pay Base Rent to Landlord monthly in advance without the necessity of demand by Landlord and without any reduction, abatement, counterclaim or setoff, at 653 St. Louis Street, Mobile, AL 36602, or at such other address as may be designated by Landlord.

Section 4. NET LEASE; ADDITIONAL RENT. Landlord and Tenant acknowledge and agree that both parties intend that this Agreement shall be and constitute what is generally referred to in the real estate industry as a "triple net" or "absolute net" lease, such that Tenant shall be obligated hereunder to pay all costs and expenses incurred with respect to, and associated with, the Leased Premises and the business operated thereon and therein, including, without limitation, all taxes and assessments, utility charges, insurance costs, maintenance costs, and repair, replacement, and restoration expenses (all as more particularly herein provided) together with any and all other assessments, charges, costs, and expenses of any kind or nature whatsoever related to, or associated with, the Leased Premises and the business operated thereon and therein. Except as expressly provided herein to the contrary, Landlord shall bear no cost or expense of any type or nature with respect to, or associated with, the Leased Premises. As used herein, "Additional Rent" means all costs and expenses incurred by Landlord that are the responsibility of Tenant pursuant to the terms of this Lease, and all items payable to Landlord as "Additional Rent" under this Lease. Unless otherwise provided herein, Additional Rent shall be due and payable within ten (10) days of written demand therefore.

Section 5. CONDITION OF LEASED PROPERTY. The Leased Property is leased to Tenant subject to existing easements, covenants and restrictions of record in the records of the Judge of Probate of Mobile County, Alabama (if any), and all laws, orders, ordinances, rules and regulations of governmental authorities. Tenant shall not cause any improvements to be constructed on the Leased Property without the prior written consent of Landlord, and in any event, the Rent owed by Tenant to Landlord pursuant to

this Agreement shall not be reduced or abated by the cost of any improvements constructed by Tenant on the Leased Property or by any increases in the value of the Leased Property as a result of improvements constructed by Tenant. Tenant accepts the Leased Property "AS IS, WHERE IS" in its present condition as of the Commencement Date. Tenant acknowledges that Landlord has made no representation or warranty as to the condition of the Leased Property or its suitability for any particular purpose. Landlord shall not be responsible for any latent defect or change of condition in the Leased Property, and in no event shall Base Rent or Additional Rent be withheld or diminished on account of any defect therein, nor any change of condition thereof, nor for any damage occurring thereto, unless the Leased Property is rendered unsuitable for the operation of Tenant's business as a result thereof. Tenant acknowledges that Tenant is familiar with the Leased Property and is aware of all conditions and defects, latent or otherwise, existing on the Leased Property and is solely responsible for same in all respects. Furthermore, Tenant does hereby acknowledge and agree that Tenant is responsible in all respects for the condition of the Leased Property as of the Commencement Date.

Section 6. USE OF LEASED PROPERTY. Tenant shall comply with all laws, ordinances, orders, rules, regulations and requirements of governmental authorities regulating the use by Tenant of the Leased Property, including all environmental laws.

Section 7. INSURANCE; WAIVER OF SUBROGATION. Tenant agrees to secure and keep in force throughout the Term, at Tenant's own expense (a) comprehensive general liability insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) contents insurance, in an amount adequate to cover the full replacement value of all window glass, fixtures, trade fixtures, furniture, equipment, inventory and personal property of Tenant in or on the Leased Property; (c) workmen's compensation insurance as required by law; (d) commercial property insurance insuring against risk of direct physical loss or damage to the Leased Property, including, without limitation, any buildings and structures located on the Leased Property, in an amount equal to one hundred percent (100%) of the full replacement cost at the time of loss (without deduction for depreciation) against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (i.e., "all risk" as such term is used in the insurance industry) (the "Property Insurance"); (e) a policy of insurance covering loss or damage due to flood with respect to the Leased Property if the Leased Property is located in a flood zone as determined by the Federal Emergency Management Agency; (f) automobile liability insurance covering all owned, non-owned and hired vehicles with a combined single limit not less than \$1,000,000 per accident; and (g) such other insurance as may be reasonably required from time to time by Landlord. All insurance required to be maintained by Tenant hereunder shall be primary and non-contributory with any similarly insurance maintained by Landlord. Landlord shall be named as a loss payee under the Property Insurance and Tenant shall provide evidence thereof to Landlord. The insurance policies required to be maintained by Tenant hereunder shall name Landlord, its affiliates, parent and subsidiaries, and their respective trustees, directors, officers, members, managers, partners, shareholders, agents, contractors, representatives, property managers, lenders, assignees, affiliates and employees (collectively with Landlord, "Landlord Parties") as additional insureds. To evidence the insurance requirements in this Section, Tenant shall furnish Landlord with certificates of insurance and the following endorsements: (i) additional insured endorsements (CG2010 and CG2037, or equivalent); (ii) any endorsements required by Landlord's lender; and (iii) waiver of subrogation endorsement, if required by policy. Such certificates and endorsements shall be of a form and content satisfactory to Landlord. Tenant shall not allow, permit or condone anything to be or remain upon or about the Leased Property, nor carry on nor permit in the Leased Property any trade or occupation; or suffer to be done anything which may render an increased or extra premium payable for any insurance (whether procured by Tenant or Landlord) on the Leased Property against fire, or other perils included under standard extended coverage insurance, unless Landlord shall consent in writing. Tenant hereby releases Landlord from any and all liability or responsibility to Tenant, or any other claim through or under Landlord by way of subrogation or otherwise, for any insured loss or damage covered by any insurance policies maintained on the Leased Property, whether pursuant to this Agreement or otherwise.

Section 8. MAINTENANCE AND REPAIR. Tenant shall throughout the Term, at Tenant's own cost and expense, put, keep and maintain the Leased Property in good condition, and shall make all necessary repairs and replacements to the Leased Property, including without limitation the plumbing

system, heating and cooling systems, roofing and other interior, and exterior structural and non-structural components. Any and all repairs for such damage shall be in quality and class at least equal to the original work prior to such work being damaged. Tenant shall be solely responsible for the maintenance and repair of the Leased Property (interior and exterior, structural and non-structural), any and all fixtures, including but not limited to heating and cooling systems, furniture and personal property of Tenant. Tenant shall be responsible for repairing and/or replacing all damaged or broken window glass, whether as a result of the actions of Tenant (or its customers, business vendor or invitees) or as a result of any actions by third parties or acts of God, and shall be solely responsible for all damage occasioned thereby. Tenant shall also have the sole responsibility to maintain the exterior landscaping of the Leased Property, if any, on a regular basis as needed in the judgment of Landlord. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Leased Property (unless expressly assumed by Landlord herein). Except as otherwise provided in this Agreement, upon the expiration or termination of this Agreement, Tenant will surrender the Leased Property to Landlord in substantially identical condition and repair as existed on the Commencement Date, except for any improvements made pursuant to this Agreement, reasonable wear and tear excepted.

Section 9. UTILITIES. Tenant shall furnish or arrange for the furnishing of all necessary utility services to the Leased Property, including, but not limited to, electricity, sewer service, gas and water, whether for heating, cooling, or otherwise. Landlord shall not be liable for any failure of water, gas, electric, or any other utility supply, or for injury or damage to person (including death) or property caused by or resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Leased Property, or from any pipes, appliances or plumbing works, or from the street or other subsurface, or from any other place. Tenant shall pay promptly all charges for heat, light, power, gas, water and other utilities used in or upon the Leased Property including sewer service, garbage service, water charges and any other utility-type charges imposed upon the Leased Property or any use thereof and shall indemnify, defend and hold harmless Landlord from and against any and all liability on account thereof.

Section 10. TAXES AND ASSESSMENTS. Landlord shall deliver to Tenant a copy of any bills for real property taxes levied against the Leased Property at least fifteen (15) days before the due date of such taxes. In the event the Leased Property is not assessed as a single tax parcel, both parties agree that Tenant shall only be liable to pay the proportion of real property taxes that the area of the Leased Property bears to the total area of the land included in the assessment. Tenant shall pay its part of any such bill on or before the due date of such taxes. Tenant shall exhibit to Landlord from time to time upon reasonable request, official receipts evidencing payment of Tenant's share of such real property taxes. Tenant shall also pay all taxes and assessments levied upon or assessed against Tenant's personal property located on the Leased Property, if any, and the terms and conditions of this Section shall equally apply to any such personal property taxes and assessments.

Section 11. DESTRUCTION. If, at any time during the Term, the Leased Property is materially damaged by a fire or other calamity or natural disaster, Tenant shall promptly notify Landlord of such damage, and Tenant shall promptly repair and re-fixture the Leased Property in a manner and to at least a condition equal to that existing prior to such casualty, at Tenant's sole expense and regardless of whether Tenant has received any insurance proceeds. If the Leased Property is (a) rendered wholly untenable, or (b) damaged to the extent of thirty percent (30%) or more of the replacement value thereof immediately prior to the occurrence, or (c) damaged as a result of risk which is not covered by Tenant's insurance, then and in any of such events, Landlord may cancel this Agreement by giving Tenant notice within forty-five (45) days after Landlord receives Tenant's notice of the occurrence of such event or Landlord otherwise becomes knowledgeable that such event has occurred. The Rent and other charges shall be adjusted as of the date of any such cancellation. If the damage is caused by any act or omission of Tenant, its employees, agents, customers or concessionaires, there shall be no abatement of Rent notwithstanding anything contained herein to the contrary. Nothing contained herein shall render Landlord liable for any repairs to, rebuilding, or replacement of Tenant's property or the Leased Property. Landlord and Tenant acknowledge and agree that Landlord may, but shall not be required to, obtain insurance with respect to the Leased Property.

Section 12. CONDEMNATION. If the whole of the Leased Property shall be acquired or taken by eminent domain or exercise of similar right by any governmental or quasi-governmental entity, then this Agreement shall terminate as of the date Tenant is no longer permitted to use the Leased Property. If any part of the Leased Property shall be taken rendering the remaining portion unsuitable for Tenant's business, then this Agreement shall terminate as of the date of such partial taking. If such partial taking is not extensive enough to render the Leased Property unsuitable for Tenant's business, then this Agreement shall continue in full force and effect. If this Agreement is terminated as provided in this Section, Base Rent shall be paid up to the day that Tenant is no longer permitted to use the Leased Property and Landlord shall refund any Base Rent paid by Tenant in advance for any period subsequent to the date this Agreement is terminated. Tenant shall not be entitled to and expressly waives all claims to any condemnation award for any taking, whether whole or partial, and whether for the diminution in value of the leasehold or to the fee.

Section 13. MECHANIC'S LIENS. Should any mechanic's, materialmen's, or other lien be filed against the Leased Property, or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall, at its own cost and expense, cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord, and Tenant shall indemnify and hold harmless Landlord from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees resulting therefrom. If Tenant fails to comply with this Section, Landlord shall have the option, without the necessity of investigating the validity thereof, of discharging or bonding any lien, charge order or encumbrance, and Tenant agrees to reimburse Landlord for all costs, expenses and other sums of money in connection therewith, as Additional Rent.

Section 14. LIABILITY. Tenant hereby agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against, any and all suits, actions, causes of action, damages, liability, costs, expenses and attorney's fees, of any kind or nature whatsoever incurred, paid by or demanded to be paid by Landlord or the Landlord Parties, arising from, relating to or in connection with any loss of life, bodily or personal injury or property damage arising from or out of the use or occupancy of the Leased Property or any part thereof, including the parking areas and any common areas and facilities within the Leased Property, by any person or entities, including licensees and invitees of Tenant, and whether occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaries or any other person, or otherwise. Tenant shall store its property in and shall occupy the Leased Property and all other portions of the Leased Property at its own risk, and hereby releases Landlord and the Landlord Parties to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord and the Landlord Parties shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of any nature whatsoever of Tenant. Landlord and the Landlord Parties shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant, or Tenant's employees, agents, customers, invitees, licensees or visitors for any loss or damage to either the person or property of Tenant or any other person or entity whatsoever, that may be occasioned by or through the acts or omissions of any persons or entities, whether occupying adjacent, connected or adjoining premises, or otherwise, and Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all such loss or damage. Landlord shall not be responsible or liable to Tenant for any defect, latent or otherwise, in the building on the Leased Property or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by theft or otherwise; by or resulting from fire or explosion; by bursting, breakage, or by or from leakage of steam, snow, ice, or water; by or from running, backing up, seepage, dampness, or the overflow of water or sewerage in any part of said Leased Property; by broken glass; or from any injury or damage caused by or resulting from any defect or act or omission in the occupancy, construction, operation or use of any of the Leased Property, including the building, machinery, apparatus, or equipment thereon, by any person or by or from the acts of negligence of any occupant of the Leased Property. Tenant shall give prompt notice to Landlord in case of fire, destruction, casualty, damage or accidents in, on or around the Leased Property or of defects therein or in any fixtures or equipment.

Section 15. HAZARDOUS MATERIALS. Except for Hazardous Materials contained in products used by Tenant in de minimis quantities for Tenant's Business, and except for de minimis quantities of gas, propane, fluids, or oil used in Tenant's equipment, as part of Tenant's normal business operations (collectively, "Permitted Materials"), Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, or disposed of in, on or about the Leased Property by Tenant and/or Tenant's agents, employees, or contractors ("Tenant Parties"), without the prior written consent of Landlord. Tenant shall at all times comply with all applicable laws and requirements relating to Hazardous Materials generated, brought upon, used, stored, treated or disposed of in, on or about the Leased Property. Tenant, at Tenant's sole cost and expense, shall remediate in a manner satisfactory to Landlord any Hazardous Materials released in, on or about the Leased Property by Tenant and/or Tenant Parties. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Leased Property. As defined in any applicable laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Leased Property by Tenant and/or Tenant Parties, the wastes, by-products or residues generated, resulting or produced therefrom. As used in this Agreement, the term "Hazardous Materials" includes Permitted Materials and also means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material, waste or related materials, including any substances defined as or included in the definition of "hazardous substance", "hazardous wastes," "hazardous material", or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations; including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant hereby agrees it will indemnify, defend, save and hold harmless Landlord from any and all damages, claims, liabilities, loss, costs and expenses (including reasonable attorneys' fees) incurred by or asserted against Landlord and any Landlord Parties arising out of (a) any Hazardous Materials existing on or about the Leased Property arising out of or associated with Tenant's operations, (b) any release of Hazardous Materials caused by Tenant or any Tenant Parties or (c) any breach by Tenant of its obligations hereunder. Each of the covenants and agreements of Tenant set forth in this Section shall survive the expiration or earlier termination of this Agreement.

Section 16. FIXTURES AND EQUIPMENT. All improvements and additions to the Leased Property shall adhere thereto and become the property of Landlord, with the exception of machinery, equipment, trade fixtures, furniture, and Tenant's other non-affixed personal property located at Leased Property (collectively, "Tenant Property"). Any such Tenant Property shall remain the property of the Tenant, and Tenant may remove Tenant Property provided all terms and conditions of this Agreement have been complied with by Tenant. In case of damage to the Leased Property by reason of the removal of Tenant Property, Tenant shall, at its expense, make all repairs to the Leased Property reasonably required by Landlord. Notwithstanding anything contained in this Section hereof to the contrary, in the event Tenant does not remove any or all of the Tenant Property from the Leased Property before the expiration of this Agreement, Tenant shall be deemed to have abandoned any such abandoned Tenant Property. Landlord may dispose of or otherwise deal with any such abandoned Tenant Property in whatever manner Landlord deems appropriate.

Section 17. ASSIGNMENT AND SUBLEASING. Tenant shall not assign this Agreement in whole or in part or sublet all or any part of the Leased Property, nor permit other persons to occupy the Leased Property or any part thereof, nor grant any license or concession for all or any of the Leased Property, without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Any consent by Landlord to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of such consent for subsequent assignment or subletting and any proposed assignee or subtenant of Tenant shall assume the obligations hereunder and deliver to Tenant an assumption agreement in a form satisfactory to Landlord on the effective date of transfer; provided, however, except as is specifically set forth hereinabove, upon any sublease or assignment by Tenant hereunder, Tenant shall remain responsible for all obligations of Tenant hereunder and Landlord shall not be required to seek enforcement of the terms of this Agreement against any such subtenant or licensee.

Section 18. SUBORDINATION AND NOTICE TO MORTGAGEE. This Agreement is subject and subordinate to all mortgages now or hereafter placed upon the Leased Property by Landlord, and to the provisions of any easement, operating agreement, declaration, restrictive covenants, and all other encumbrances and matters of public record applicable to the Leased Property. Tenant shall, upon Landlord's request, subordinate this Agreement to any lien placed by Landlord upon any property of which the Leased Property forms a part. If any foreclosure proceedings are initiated by any mortgagee or a deed in lieu is granted, Tenant agrees, upon written request of any such holder or any purchaser at a foreclosure sale, to attorn and pay rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment (provided such holder or purchaser shall agree to accept this Agreement and not disturb Tenant's occupancy so long as Tenant does not default and fail to cure within the time permitted hereunder). However, in the event of attornment, no holder shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord; or (ii) liable for any security deposit or bound by any prepaid rent not actually received by such holder. Anything in this Agreement to the contrary notwithstanding, Tenant agrees that it will not terminate this Agreement because of Landlord's default in the performance hereof until Tenant has first given written notice to Landlord and to the holder of any mortgage (provided Tenant has been notified of such mortgagee's name and address) specifying the nature of any such default by Landlord and allowing Landlord and such mortgage holder, or either of them, thirty (30) days after date of such notice to cure such default or a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said thirty (30) day period. Tenant shall from time to time, and within twenty (20) days after written request from Landlord, execute, acknowledge and deliver a statement (i) certifying that this Agreement is unmodified and in full force and effect or if modified, stating the nature of such modification and certifying that this Agreement as so modified, is in full force and effect (or if this Agreement is claimed not to be in full force and effect, specifying the ground therefor) and any dates to which Base Rent has been paid in advance, and the amount of any security deposit, (ii) setting forth any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying to such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective mortgage holders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied on by any such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein, and Landlord, acting in good faith, shall be authorized, as Tenant's attorney-in-fact, to execute such statement on behalf of Tenant. The parties hereto acknowledge and agree that Landlord may sell the Leased Property at any time during the Term and may assign all of its rights and obligations under this Agreement to such purchaser.

Section 19. QUIET ENJOYMENT; SURRENDER; HOLDOVER; RIGHT TO INSPECT & SHOW; ESTOPPEL; FORCE MAJEURE. Tenant, upon paying the rents and performing all of the terms of this Agreement, shall peaceably and quietly enjoy the Leased Property, subject, nevertheless, to the terms of this Agreement and to any mortgage, ground lease, or agreements to which this Agreement is or shall become subordinated. On the last day of the Term or earlier termination of this Agreement pursuant to the terms and conditions herein, Tenant shall quit and surrender the Leased Property, vacant and free of all tenancies and any possessory rights therein. Unless Landlord expressly agrees otherwise in writing, Tenant shall pay Landlord 125% of the amount of Base Rent then applicable for each month Tenant retains possession of the Leased Property or any part thereof after expiration of the Term or earlier termination of this Agreement pursuant to the terms and conditions herein, together with all damages sustained by Landlord on account thereof, and any such holdover shall not serve to extend the Term. Landlord, its agents and representatives, shall have the right to enter into and upon the Leased Property, or any part thereof, at all reasonable hours for the purpose of examining the same. In addition, Landlord, its agents and representatives shall have the right to show the Leased Property to persons wishing to purchase or lease the same at all reasonable hours. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate in form reasonably acceptable to Landlord, any prospective purchaser of the Leased Property, and any mortgagee or assignee of Landlord. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control which shall include without limitation, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or

usurped power, sabotage, governmental regulations or controls, fire and other casualty; inability to obtain any material services or financing or through acts of God.

Section 20.

DEFAULT; REMEDIES.

(a) **Events of Default.** The following shall constitute events of default hereunder: (i) failure by Tenant to pay any Rents or other charges when due when such failure continues for ten (10) days after written notice thereof to Tenant; (ii) failure by Tenant to comply with any provision of this Agreement other than payments of Rent, when such failure is not cured within thirty (30) days after written notice to Tenant; (iii) Tenant deserts, abandons, vacates or fails to continuously operate its Business in all or any portion of the Leased Property; (iv) Tenant becomes the subject of an action or proceeding relating to bankruptcy or insolvency; (v) Tenant shall make any material misrepresentation herein, or other materials provided by Tenant in connection with negotiating or entering into this Agreement; (vi) any fraudulent conveyance or making of assignment by Tenant for the benefit of any or all of its creditors; (vii) Tenant or any guarantor does or permits to be done anything which creates a lien upon the Leased Property; (viii) failure by Tenant to comply with any term or condition of this Agreement. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by law.

(b) **Remedies.** Upon the occurrence of any of such events of default, Landlord shall have the option of pursuing any one or more of the following remedies, without notice or demand except as specifically provided herein: (i) to either annul and terminate this Agreement on ten (10) days written notice to Tenant, and thereupon re-enter and take possession of the Leased Property and dispossess Tenant; (ii) upon ten (10) days written notice to Tenant, to re-enter, repossess and re-let the Leased Property from time to time as an agent of Tenant, it being agreed by Tenant that such reentry and/or re-letting shall not discharge Tenant from any liability or obligations hereunder, except that Base Rent plus Additional Rent collected as a result of such re-letting shall be a credit on the Tenant's liability for Rents under the terms of this Agreement. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let in such event. Any such re-entry upon default shall be allowed by Tenant without hindrance and Landlord shall not be liable in damages for any such reentry or guilty of trespass or forcible entry. Any and all rights and remedies given under this Agreement to Landlord in the event of any such default shall be cumulative, in addition to, and without waiver of or in derogation of, any right or remedy given to Landlord under any law now or hereafter in effect; (x) seek any declaratory, injunctive or other equitable relief; and specifically enforce this Agreement, or restrain or enjoin a violation or breach of any provision hereof; (y) to sue for and collect any unpaid rent; and (z) Landlord may without terminating or canceling this Agreement declare all amounts and Rent due under this Agreement for the remainder of the existing Term (or any applicable extension or renewal thereof) to be immediately due and payable, and thereupon all Rent and other charges due hereunder to the end of the Term of any renewal term, if applicable, shall be accelerated.

Section 21. ATTORNEY'S FEES; VENUE. In the event that Landlord brings legal action against Tenant arising out of this Agreement, Landlord shall be entitled to recover from Tenant all costs of suit and reasonable attorney's fees. Landlord and Tenant agree that any action brought in connection with this Agreement shall be maintained in any court of competent jurisdiction in Mobile County, Alabama, that being the County and State in which the Leased Premises is located.

Section 22. WAIVER OF LIABILITY. Anything contained in this Agreement to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Leased Property for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Agreement to be observed and/or performed by Landlord; subject, however, to the prior rights of the holder of any mortgage covering the Leased Property; and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. In the event Landlord conveys or transfers its interest in the Leased Property or in this Agreement, except as collateral security for a loan, upon such conveyance or transfer, Landlord (and in the case of any subsequent conveyances or transfers, the then grantor or transferor) shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of Landlord to be performed hereunder from and after the date of such conveyance or transfer, provided that

any amounts then due and payable to Tenant by Landlord (or by the then grantor or transferor) or any other obligation then to be performed by Landlord (or by the grantor or transferor) or such payment or performance shall be assumed by the grantee or transferee; it being intended hereby that the covenants and obligations on the part of Landlord to be performed hereunder shall be binding on Landlord and its successors and assigns only during and in respect of their respective periods of ownership of an interest in the Leased Property or in this Agreement. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, expressed or implied, between Landlord and Tenant that Landlord's interest hereunder and in the Leased Property shall be subject to impressment of an equitable lien or otherwise.

Section 23. NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed given (i) when hand delivered, receipt required, (ii) the next business day after deposit with Federal Express, UPS or other nationally recognized overnight courier service, with overnight delivery charge prepaid, receipt required, or (iii) three (3) business days after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested. All notices shall be addressed as follows:

To Landlord: Crown Hall Properties, LLC
Attn: Sarah M. Clark
653 St. Louis Street
Mobile, AL 36602

To Tenant: Bay Gourmet, L.L.C.
Attn: Sarah M. Clark
653 St. Louis Street
Mobile, AL 36602

Section 24. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT AND LANDLORD KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS AGREEMENT, THE RELATIONSHIP OF TENANT AND LANDLORD, TENANT'S USE OR OCCUPANCY OF THE LEASED PROPERTY, AND ANY CLAIM OF INJURY OR DAMAGE.

Section 25. MISCELLANEOUS. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, heirs, executors, administrators, successors and assigns (subject to the restrictions against assignment as set forth above). Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice-versa when the context requires. The captions or titles used throughout this Agreement are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Agreement. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Alabama without regard to its principles concerning conflicts of law. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered in .pdf format by e-mail and, upon receipt, shall be deemed originals and binding upon the parties hereto.

26. MODIFICATION; ENTIRE AGREEMENT. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. This Agreement constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered effective as of the date first set forth above.

LANDLORD:

CROWN HALL PROPERTIES, LLC,
an Alabama limited liability company

By: _____

Sarah M. Clark

SARAH M. CLARK
AS ITS SOLE MEMBER

TENANT:

BAY GOURMET, L.L.C.,
an Alabama limited liability company

By: _____

Sarah M. Clark

SARAH M. CLARK
AS ITS SOLE MEMBER

Cynthia M Paul
Cynthia M Paul



EXHIBIT "A"
Description of the Leased Property

PARCEL A:

BEGINNING AT THE SOUTHWEST INTERSECTION OF ST. LOUIS STREET AND DEARBORN STREET, THENCE SOUTH 22 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF DEARBORN STREET 239.15 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 43 SECONDS WEST 85.08 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 00 SECONDS WEST 90.04 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 43 SECONDS WEST 1.01 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 00 SECONDS WEST 43.53 FEET; THENCE SOUTH 67 DEGREES 46 MINUTES 43 SECONDS WEST 48.83 FEET; THENCE SOUTH 22 DEGREES 01 MINUTES 39 SECONDS EAST 10.23 FEET; THENCE SOUTH 67 DEGREES 46 MINUTES 43 SECONDS WEST 55.18 FEET; THENCE SOUTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 113.88 FEET TO THE NORTH LINE OF ST. MICHAEL STREET, THENCE SOUTH 67 DEGREES 56 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF ST. MICHAEL STREET 65.00 FEET TO THE NORTHEAST CORNER OF ST. MICHAEL STREET AND WASHINGTON AVENUE; THENCE NORTH 22 DEGREES 01 MINUTES 43 SECONDS WEST ALONG THE EAST LINE OF WASHINGTON AVENUE 290.18 FEET TO THE SOUTHEAST CORNER OF WASHINGTON AVENUE AND ST. LOUIS STREET; THENCE NORTH 67 DEGREES 53 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF ST. LOUIS STREET 216.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE SOUTHWEST CORNER OF ST. LOUIS STREET AND WASHINGTON AVENUE, RUN THENCE SOUTHWARDLY AND ALONG THE WEST LINE OF WASHINGTON AVENUE 139.65 FEET TO A POINT, THENCE WITH A INTERIOR ANGLE OF 88 DEGREES 57 MINUTES 10 SECONDS RUN SOUTHWARDLY 43.60 FEET TO A POINT, THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 37 MINUTES 10 SECONDS RUN WESTWARDLY 42.20 FEET TO A POINT, THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 13 MINUTES 30 SECONDS RUN NORTHWARDLY 180.74 FEET TO A POINT, THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 29 MINUTES 54 SECONDS RUN EASTWARDLY AND ALONG THE SOUTH LINE OF ST. LOUIS STREET 147.11 FEET TO THE POINT OF BEGINNING.

PARCEL C:

COMMENCING AT A POINT ON THE WEST SIDE OF WILKINSON STREET BETWEEN ST. LOUIS AND ST. MICHAEL STREETS, WHERE THE SOUTH BOUNDARY LINE OF THE LOT NOW OR FORMERLY OF JAMES ROBERTSON INTERSECTS THE SAID WILKINSON STREET, AND RUNNING THENCE SOUTHWARDLY ALONG THE WEST LINE OF WILKINSON STREET FORTY (40) FEET, MORE OR LESS, TO A POINT, THENCE WESTWARDLY AND PARALLEL WITH ST. MICHAEL STREET ONE HUNDRED AND EIGHT (108) FEET TO A POINT EQUIDISTANT BETWEEN WILKINSON AND SCOTT STREETS, THENCE NORTHWARDLY AND PARALLEL WITH WILKINSON STREET FORTY (40) FEET, MORE OR LESS, TO A POINT AND RUNNING THENCE EASTWARDLY ABOUT ONE HUNDRED AND EIGHT (108) FEET TO THE PLACE OF BEGINNING.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☐ New Owner ☒ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☒ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Bay Gourmet LLC				Trade Name (DBA) Bay Gourmet			
Company Physical Address (Street Address, Suite #) 453 St. Louis Street				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information Name Sarah Clark		Title owner	Phone	Email sarah@baygourmetatlanta.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 29305	Parking Provided N/A	Parking Required N/A	Compliance ✓	Zoning SD-WH	Approved ✓		
Comments SITE IS WITHIN DDD. NO ON-SITE PARKING REQUIRED.							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 08-11-2025		

ARCHITECTURAL SITE PLAN

DEARBORN

WASHINGTON

ST. LOUIS STREET

102'

134'

27 1/2'

26 1/2 feet

108'

24 feet

INTERIOR RENOVATIONS TO
ST LOUIS STREET EVENT CENTER

MAURIN ARCHITECTURE PC

02.15.2023

AS1.0

DEARBORN

WASHINGTON

ST. LOUIS STREET

INTERIOR RENOVATIONS TO
ST LOUIS STREET EVENT CENTER

MAURIN ARCHITECTURE, PC

AS1.0

Skinner, Shawn

From: Whistler, Caldwell CW
Sent: Monday, August 11, 2025 11:24 AM
To: Skinner, Shawn
Subject: RE: ZC Request Status Updated- BAY GOURMET LLC dba BAY GOURMET;

The building at the new address is still under renovation. The ZC cannot be issued until all inspections have been passed and the Certificate of Occupancy has been issued. This does not impact the ABC approval.

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Sent: Monday, August 11, 2025 11:14 AM
To: Whistler, Caldwell CW <whistler@cityofmobile.org>
Subject: FW: ZC Request Status Updated- BAY GOURMET LLC dba BAY GOURMET;
Importance: High

Caldwell,
I didn't see the new zoning certificate attached, the business is moving to another location.

Thank You

Shawn Skinner, CMRO
Revenue Manager
City of Mobile Revenue Department
205 Government Street 2nd Floor South Tower
Mobile, AL 36644
PO Box 3065
Mobile, AL 36652-3065
Office: (251) 208-7865
Fax: (251) 208-7954
Shawn.skinner@cityofmobile.org



"Creating One Mobile: A Unified City That is Safer, More Business and Family Friendly"

From: Planning <Planning@cityofmobile.org>
Sent: Monday, August 11, 2025 9:59 AM
To: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Subject: ZC Request Status Updated- BAY GOURMET LLC dba BAY GOURMET;
Importance: High

Status: Approved
Business Name: BAY GOURMET LLC dba BAY GOURMET
ZC Case Number:
Planner Comments:

Skinner, Shawn,

The status of the above mentioned ZC request has been updated by Whistler, Caldwell CW. You may click the link below to open the *New Zoning Clearance Requests List*.

[NEW ZONING CLEARANCE REQUESTS LIST](#)

*****This is an automated email for notification purposes only. Please do not reply to this email.*****

Skinner, Shawn

From: Planning
Sent: Monday, August 11, 2025 9:59 AM
To: Skinner, Shawn
Subject: ZC Request Status Updated- BAY GOURMET LLC dba BAY GOURMET;

Importance: High

Status: **Approved**
Business Name: BAY GOURMET LLC dba BAY GOURMET
ZC Case Number:
Planner Comments:

Skinner, Shawn,

The status of the above mentioned ZC request has been updated by Whistler, Caldwell CW. You may click the link below to open the *New Zoning Clearance Requests List*.

[NEW ZONING CLEARANCE REQUESTS LIST](#)

*****This is an automated email for notification purposes only. Please do not reply to this email.*****

R E S O L U T I O N

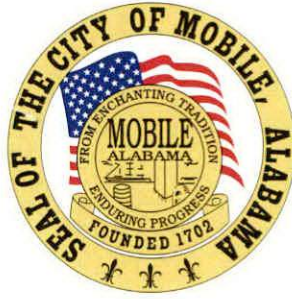
Sponsored by: Councilmember Josh Woods, District 6

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

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	The Gentlemen's Corner Nail and Spa Salon, LLC
Location:	The Gentlemen's Corner Nail and Spa Salon 4660 Airport Boulevard Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/07/2025	NEW APPLICATION	2025 - 5737	119251	6	August 19, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

THE GENTLEMENS CORNER NAIL AND SPA SALON LLC

Trade Name (DBA)

THE GENTLEMENS CORNER NAIL AND SPA SALON

Location Address

4660 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/07/2025	NEW APPLICATION	2025 - 5737	119251	6	August 19, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

THE GENTLEMENS CORNER NAIL AND SPA SALON LLC

Trade Name (DBA)

THE GENTLEMENS CORNER NAIL AND SPA SALON

Location Address

4660 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/07/2025	NEW APPLICATION	2025 - 5737	119251	6	August 19, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

THE GENTLEMENS CORNER NAIL AND SPA SALON LLC

Trade Name (DBA)

THE GENTLEMENS CORNER NAIL AND SPA SALON

Location Address

4660 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
JACQUELINE L MOORE	OWNER	NO		GENTLEMENSCORNERSS@YAHOO.CO!

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

What is/was the start date of this business? 10/09/2021

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 07/07/2025	Application Type NEW APPLICATION	Application Number 2025 - 5737	License Account # 119251	Council District 6	Council Agenda Date July 22, 2025 August 19 2025
License Type Applied for with Alabama ABC Board 010 - LOUNGE RETAIL LIQUOR CLASS I			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name THE GENTLEMENS CORNER NAIL AND SPA SALON LLC			Trade Name (DBA) THE GENTLEMENS CORNER NAIL AND SPA SALON		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 01/28/2021	SOS Entity ID 832-413	State AL	County MOBILE
Federal Tax ID (FEIN) 86-3204369	Alabama State Sales Tax ID R011223468		Business Phone Number		
Physical Address (Street Address, Suite #) 4660 AIRPORT BLVD			City MOBILE	State AL	Zip Code 36608
Mailing Address (Street Address, Suite #, PO Box) 4660 AIRPORT BLVD			City MOBILE	State AL	Zip Code 36608
Primary Business Activity at the Location Explain (other) OTHER SALON			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name JACQUELINE L MOORE	Title OWNER	POA NO	Phone	Email GENTLEMENSCORNERSS@YAHOO.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name HARRY L PALMER / THE MITCHELL COMPANY LLC			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) PO BOX 161049			City MOBILE	State AL	Zip Code 36616
Bldg Square Footage 3,600	Bldg Seating Capacity 30	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials



City of Mobile Alcoholic Beverage License Application

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

[Signature] The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

[Signature] The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

[Signature] The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

[Signature] Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

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

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

Owner/Applicant/POA Printed Name

Date of Application Signature

Jaqueline Moore
Owner/Applicant/POA Signature

7/7/25
Title of Person Signing this Application

Any Name
Sworn to and subscribed before me this *7th* day of *July* 20 *25*

Member

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

July 7, 2025



THE GENTLEMENS CORNER NAIL AND SPA SALON
4660 AIRPORT BOULEVARD
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 119251 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2097249	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

07/07/2025 01:42PM KIMBERLY
047213-0011

BUSINESS LICENSE

THE GENTLEMENS CORNER NAIL AND SPA SALON
119251

2025 Item: 2097249

ALCOHOL APPLICATION

FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50

Visa *****3327

Ref=4ef4b4b2-b190-44c5-a3b1-8a430fb9ef70

Auth=093145

Change due \$0.00

Paid by: CARDHOLDER/VISA



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

THE GENTLEMENS CORNER NAIL AND SPA SALON LLC

dba **THE GENTLEMENS CORNER NAIL AND SPA SALON**

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

010 - LOUNGE RETAIL LIQUOR CLASS I

for the premises located at

4660 AIRPORT BLVD

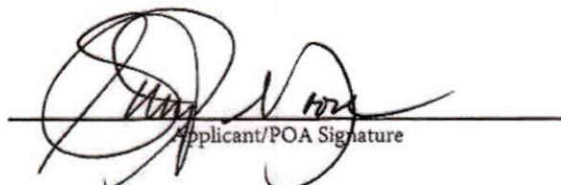
, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

July 22, 2025

for application number **2025 - 5737**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

Notice of Public Hearing

R Shawn Skinner

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

OIO - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

THE GENTLEMENS CORNER NAIL AND SPA SALON LLC

Trade Name (DBA)

THE GENTLEMENS CORNER NAIL AND SPA SALON

Location Address

4660 AIRPORT BLVD

Zip Code

36608

Application Number

2025 - 5737

Notice Post Date @ Location

07/07/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

July 22, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250522143841266

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: THE GENTLEMENS CORNER NAIL AND SPA SALON Filing Fee: \$50.00

Applicant: THE GENTLEMENS CORNER NAIL AND SPA SALON LLC Transfer Fee:

Location Address: 4660 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 4660 AIRPORT BLVD MOBILE, AL 36608

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01 Type Ownership: LLC

Book, Page, or Document info: 832 413

Do you sell Draft Beer?:

Date Incorporated: 01/28/2021 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 01/28/2021

Federal Tax ID: 86-3204369

Alabama State Sales Tax ID: R011223468

Name:	Title:	Date and Place of Birth:	Residence Address:
JACQUELINE LAVERN LAMBERT MOORE	MEMBER		
ROBERT KEVIN MOORE	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ROBERT MOORE

Business Phone:

Fax:

Home Phone:

Cell Phon

E-mail: GENTLEMENSCORNERSS@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250522143841266

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **HARRY F PALMER 251-210-2101**
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **3600** Display Square Footage:
Building seating capacity: **30** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
ROBERT MOORE	12/27/1996 FRAUD INSUFFICIENT CHECK	MOBILE COUNT SHERIFF	NOLLE PROSSED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250522143841266

Initial each

☐ *JS*

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

☐ *JS*

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

☐ *JS*

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

☐ *XX*

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

☐ *JS*

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

☐ *XX*

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

☐ *JS*

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

☐ *JS*

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ *JS*

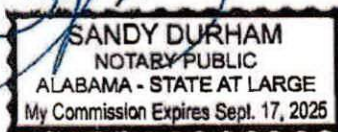
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20250522143841266**
Application Payment Confirmation Number: **109796686**

Payment Summary	
Payment Item	Fee
Application Fee for License 010	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: THE GENTLEMENS CORNER NAIL AND SPA SALON
Applicant Name: THE GENTLEMENS CORNER NAIL AND SPA SALON LLC
Location Address: 4660 AIRPORT BLVD
MOBILE, AL 36608
Mailing Address: 4660 AIRPORT BLVD
MOBILE, AL 36608
Contact Person: ROBERT MOORE
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

Application Payment Receipt Confirmation Page**Receipt Confirmation Number: 20250522143841266****Application Payment Confirmation Number: 109796686**

Payment Summary	
Payment Item	Fee
Application Fee for License 010	\$50.00
Total Amount to be Charged	\$50.00

Application Information

Application Type: APPLICATION

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I

[Continue](#)Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.9

List of Current Members

The following individuals are the only members of: The Gentlemen's Corner N. Land Spa Salax

NAME: Robert K. Moore Sr. TITLE: Member

NAME: Jaqueline Moore TITLE: Member

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

Jaqueline Moore
PRINTED NAME OF MEMBER

[Signature]
SIGNATURE OF MEMBER

4/29/25
DATE



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

June 9, 2025

Dear Ms. Moore,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXX
TCN:8002512920
NAME:MOORE,JACQUELINE L
SOC:419087616
ABI RESULT:IDENT
SID:AL50036468

**CERTIFIED COPY
OF
ALEA DOCUMENT**

06-09-2025 16:09 ALLEA0049 *
*ATN/TCN8002512920 *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 06-09-2025 *
*NAME STATE ID NO. FBI ID NO. *
*LAMBERT-MOORE,JACQUELINE L *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*F B --- 502 175 BRO BLK AL *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
* *
*ALIAS NAMES *
* MOORE,JACQUELINE L *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *

*LAST PAGE ON SID AL50036468 *

SEQ # 1201 MRI # 22255438



ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

June 9th, 2025

Dear Mr. Moore,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, reading "Michael B. Trotter".

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:8002512921

NAME:MOORE,ROBERT KEVIN

SOC:420157822

ABI RESULT:IDENT

SID:AL01435500

CERTIFIED COPY OF ALEA DOCUMENT

06-09-2025 16:15 ALLEA0049

*ATN/TCN8002512921

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL01435500

***** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS

***** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.

***** NOTICE AND WARNING *****

* THIS RECORD IS CONFIDENTIAL AND RESTRICTED

* FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.

* THIS IS NOT THE PUBLIC RECORD OF THE EVENTS

* DEPICTED AND DISSEMINATION IN VIOLATION OF

* THIS RESTRICTION WILL SUBJECT THE OFFENDER

* TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL

* PENALTIES. THIS DOCUMENT MUST BE SECURED AND

* DESTROYED BY BURNING OR SHREDDING WHEN NO

* LONGER NEEDED.

*-ALABAMA CRIMINAL HISTORY- REPORT DATE: 06-09-2025

*NAME STATE ID NO. FBI ID NO.

*MOORE,ROBERT E

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M B 506 200 BRO BLK AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* MOORE,ROBERT K

* MOORE,ROBERT KEVIN

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*01435500 *

*ARREST-01

* DATE OF ARREST - 12-27-1996

* AGENCY - MOBILE CO SHERIFFS DEPT ORI - AL0020000

* NAME - MOORE,ROBERT E

* CHARGE 01 - 2606 FRAUD INSUFF FUNDS CHECKS-

* DATE OF OFFENSE - 12-27-1996

* AGENCY CASE NO. - C93178

* DISP - NOLLE PROSSED DATE OF DISP - 01-16-1997

* OFFENSE - 2606 FRAUD INSUFF FUNDS CHECKS-

*TOTAL NUMBER OF ARRESTS- 1

*RECORD LAST UPDATED 06/09/2025

*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED

*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR

*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE
*BY CRIMINAL JUSTICE AGENCIES ONLY.
*LAST PAGE ON SID AL01435500

*
*
*
*
*

SEQ # 1205 MRI # 22256769

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT**

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

1. The name of the Limited Liability Company from the Certificate of Formation:

The Gentlemen's Corner Nail And Spa Salon, LLC

2. The date the Certificate of Formation was filed: 01 / 28 / 2021 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 832 - 413 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous Amendments: _____

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

(For SOS Use Only)

Alabama	
Sec. Of State	
832-413	DLL
Date	10/21/2021
Time	19:01:28
File	\$100.00
Exp	-----
Total	\$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

5. The following amendment was adopted on 10 / 21 / 2021 (MM/DD/YYYY):

See attached.

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

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

10 / 21 / 2021

Date (MM/DD/YYYY)

Jacqueline Moore

Signature as required by 10A-5A-2.04

Member

Typed Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info		
Current Entity Name	Entity ID	
The Gentlemen's Corner Nail And Spa Salon, LLC	832-413	
Type	Formation Date	
Limited Liability Company (LLC)	2021-01-28	

Principal Address		
Original	Amended	
Physical Address	Physical Address	
	4660 Airport Blvd	
	Mobile, AL 36608	
Mailing Address	Mailing Address	
	4660 Airport Blvd	
	Mobile, AL 36608	

Members and Addresses		
Original		
Member	Street Address	Mailing Address
Amended		
Member	Street Address	Mailing Address
Robert Kevin Moore, Sr		(Added)
Jacqueline L. Moore		(Added)



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

The Gentlemen's Corner Nail And Spa Salon, LLC

2. THIS FORM WAS PREPARED BY:

Jacqueline Moore

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Robert K Moore Sr

MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

☐

NON-PROFIT LLC

☐

NON-PROFIT SERIES LLC

☐

PROFESSIONAL SERIES LLC

☐

PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8

☐

SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

832-413 DLL

Date	01/28/2021
Time	20:29:00
File	\$100.00
County	\$100.00
Exp	\$0.00
Total	\$200.00

6. THE UNDERSIGNED SPECIFY 02/01/2021 20:20 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐

ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN.

7. ORGANIZER(S) - OPTIONAL

Not Applicable

01/28/2021

DATE

Jacqueline Moore Owner

ELECTRONIC SIGNATURE & TITLE

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

The Gentlemen's Corner Nail And Spa Salon, LLC

This name reservation is for the exclusive use of Jacqueline Moore, 6539 Kings
Branch Dr N, Mobile, AL 36618 for a period of one year beginning January 28,
2021 and expiring January 28, 2022



RES928519

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

January 28, 2021

Date

A handwritten signature in black ink, appearing to read "J. H. Merrill".

John H. Merrill

Secretary of State



Department of the Treasury
Internal Revenue Service
PO Box 606
Buffalo, NY 14225

In reply refer to: 0152722990
Jun 02, 2022 LTR 147C
86-3204369

GENTLEMENS CORNER NAIL & SPA SALON LLC
ROBERT K MOORE SR MBR
4660 AIRPORT BLVD
MOBILE AL 36608-0000 000

Taxpayer Identification Number: 86-3204369

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of June 2nd, 2022.

Your Employer Identification Number (EIN) is 86-3204369. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Gary M Greer Jr.
1004281461
Customer Service Representative



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

GENTLEMENS CORNER NAIL & SPA SALON LLC
THE

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011223468	01/1/2025	12/31/2025

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

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

NAICS CODE: 812113

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4660 AIRPORT BLVD MOBILE AL 36608-3124



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

The Gentlemen's Corner No. 2 and Sp. Selma LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council

Sworn to and subscribed before me this 13th day of JUNE 20 25

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

JUNAQUE Q. Hayes

Junaque Q. Hayes

04-17-2027

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Harry Palmer

Jacqueline Moore

Owner of Property (Signature)

Applicant Name (Signature)

Harry Palmer

Jacqueline Moore

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

6/13/2025

6/13/25

Revision Date 10/23/2023

Application Property Ownership

LEASE CONTRACT

THIS INDENTURE is made and entered into on this 1st day of May 2025, by and between THE GENTLEMEN'S CORNER NAIL AND SPA SALON, LLC "LESSOR", and HARRY F. PALMER, "LESSEE.

WITNESSETH:

1. **DESCRIPTION.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the herein described real property on the terms and conditions hereinafter stated to-wit: the land and property located at 4660 Airport Boulevard, Mobile, Alabama 36608, situated in Mobile County, Alabama described as follows:

The leased area is approximately 3600 Square Feet located at 4660 Airport Boulevard, Mobile, Alabama 36608.

2. **LEASE TERM AND RENT.** The term of this lease shall be for a period of Three (3) years beginning May 1, 2025 and ending on April 30, 2028. The monthly rental shall be in the amount of THREE THOUSAND THREE HUNDRED (\$3,300.00) Dollars per month gross. The first and last month's rent is due upon signing of this lease and the last month's shall be held as Security Deposit. The last month's rent is held without interest and will be applied to the last month's rent. If all terms and conditions of the lease are completed, all monthly rentals shall be payable in advance on or before the first day of the month the rent is due. Rent shall be payable without demand from Lessee. (See Rider #1)

3. **PROPERTY TAX.** Lessor shall pay the property tax of assessed value on the leased premises which shall occur at the end of each calendar year. Lessee is responsible for all personal property taxes on the leased premises.

4. **INSURANCE.** Lessor, shall insure the leased premises for fire and hazard insurance. Furthermore, Lessee, at Lessee's expense, shall maintain with respect to the leased premises a policy of public liability insurance for death, injury and property loss and damage naming Lessor as additional insured, with limits of \$1,000,000 for any one person and \$1,000,000 for any one accident with companies authorized to do business in Alabama. Upon acquiring such insurance, Lessee shall furnish Lessor with a certificate of coverage on an annual basis. Such policies of insurance shall provide that carrier cannot cancel or make a material change to the insurance without at least ten (10) days written notice to Lessor. (See Rider #1)

5. **MAINTENANCE.** Lessor agrees to maintain the roof, foundation and outside walls of said building and underground plumbing, with the exception of clogging or stoppage arising out of use by Lessee, in a reasonable state of repair (exclusive of painting) and Lessee shall maintain all other portions of said building including painting, decorating and any interior renovations necessary to make building suitable for Lessee's business. The Pylon sign controls and meter are located in the demised premises and shall be the responsibility of the Lessee to maintain and pay for all Pylon usage. (See Rider #1)

6. **UTILITIES.** Lessee shall bear all expenses applicable to utility services, i.e. water, electricity, gas, sewer and garbage collection for the leased premises and shall acquire all licenses and permits necessary or required in the operation of the business carried on in said premises.

7. **SIGNS.** Lessor hereby gives permission to Lessee to place his sign on the front of the leased space and Pylon Sign. No other signs shall be erected or attached to the outside of the building or upon the leased premises except with the written permission of the Lessor. Upon termination of this lease, Lessee reserves the right of ownership to all signs placed in or upon leased premises by Lessee. All signs must conform to all laws, covenants or ordinances of the City of Mobile, Alabama.

8. **GROUNDS MAINTENANCE.** The Lessee binds and obligates himself to keep the Leased premises in a clean and sanitary manner and shall not allow trash, refuse or garbage to be deposited on or to accumulate in or around its Leased premises, the main sign, and lawn maintenance and trash shall be picked up daily by Lessee.

9. **PARKING LOT MAINTENANCE.** Lessee shall maintain the landscaped area in accordance with the County of Mobile and enjoy cross parking with adjoining tenants.

10. **PERMITTED USE.** The premises hereby leased are for the purpose of operating a MEN'S SPA D/B/A The Gentlemen's Corner Nails and Spa Salon and Lessee shall in no way conduct or operate any business on the demised premises contrary to the purpose for which it is leased, without first obtaining written consent to do so from Lessor. No drugs or any illegal activity shall be condoned on the premises. (See Rider #1)

11. **FIRE, WIND AND OTHER CASUALTIES.** In the event the building on the demised premises is destroyed by fire or other hazard, in whole or in part, Lessor shall have the option of rebuilding or repairing the building. If said building is damaged to the point that Lessor desires not to rebuild it, he may terminate and cancel this lease. However, if said building is partially destroyed, Lessor may restore it and reduce the monthly rental during the period of restoration.

12. **SURRENDER.** At the expiration or termination of this lease, Lessee agrees to return said premises, building and equipment to Lessor in the good condition, reasonable wear, tear or deterioration excepted.

13. **SUB-LEASING.** Lessee may not sublet or sublease this lease without prior written approval from the Lessor. Lessor agrees that such approval shall not be unreasonably withheld.

14. **INSPECTION.** Lessor shall have the right to come upon the leased premises at all reasonable business hours for the purpose of inspecting said premises, providing Lessor has obtained prior Permission and is accompanied by an employee of Paul Bradley Dunning.

15. **DEFAULT.** In the event of a default by the Lessee in the prompt payment of monthly rental when due or a violation of any term or condition herein, the Lessor shall be privileged, at his option, to cancel this lease and immediately terminate the Lessee's occupancy of said premises and the Lessee agrees to immediately vacate said premises upon being given such notice to do so by Lessor. Lessee further agrees to pay Lessor a reasonable attorney's fee for the collection of any rent or the enforcement of any right which the Lessor may have or which may accrue to it hereunder against the lessee by virtue of such violation or default.

16. **HAZARD INSURANCE.** Lessee, at Lessee's expense, shall maintain fire or hazard insurance to cover any property placed by the Lessee on the demised premises and shall indemnify and save harmless Lessor from all claims for damages arising out of operations or businesses conducted on or in the demised premises by Lessee. (See Rider #1)

17. **MAINTENANCE AND REPAIRS.** Lessor shall maintain and keep in good repair the roof, the structure and supporting walls of the buildings located on the premises, exclusive of glass and doors. Lessor shall not be obligated to make any other repairs or do any other work on or about the premises or to any equipment thereon. Lessor reserves the right after reasonable notice and at any time to enter upon said premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings; as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to be him under this lease, the Lessor may enter the premises and make such repairs, replacements and undertake such maintenance under the same conditions hereinabove set out, and the cost thereof shall be payable by the Lessee on demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this lease. See Rider #1.

18. **CORRESPONDENCE TO LESSEE.** All correspondence between Lessor and Lessee pertaining to leased premises will be mailed directly to Lessee:

Robert K. and Jacqueline L. Moore

Phone Number:

19. **CORRESPONDENCE TO LESSOR.** All correspondence and monthly rental payments pertaining to leased premises will be mailed directly to Lessor:

The Mitchell Company, LLC
Attn: Kim McKeough

Phone Number:

20. **ENVIRONMENTAL PROVISION.** Lessor warrants and represents that the premises leased to Lessee hereunder have not been used for the storage or disposal of any material deemed to be hazardous under federal environmental statutes or regulations and that there are no such hazardous materials presently located thereon. In the event any such hazardous materials are at any time during the term or any extended term hereof determined to have been located on said premises at the time of the execution of this lease, Lessor agrees to take all such action as is necessary to remove such hazardous materials and to indemnify and hold Lessee harmless from and against any and all liability, loss, penalties, damages or expenses incurred by Lessee in connection therewith. Lessee agrees not to cause said premises to be contaminated during the term hereof by any such hazardous materials in violation of any such federal, state or local environmental statute or regulation and

furthermore agrees that in the event of any such contamination caused by Lessee or persons acting on behalf of or in connection with Lessee and its occupation of said premises, Lessee shall at its own expense remove all such contamination and indemnify and hold Lessor harmless from and against any and all liability, loss, penalties, damages or expenses incurred by Lessor in connection therewith.

21. **INDEMNITY.** The Lessee will indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the expense caused by injuries to persons or property, while in, on, or about said premises herein leased; and any and all property of said Lessee which may be located or stored either in the demised premises or the building of which the demised premises form a part shall be at the sole risk of the Lessee; with the exception of the negligence of the Lessor.

22. **ACKNOWLEDGMENT.** Lessor and Lessee acknowledge that they have read and understand this lease contract, that it is a legally binding contract and acknowledge receipt of a copy hereof.

23. **CONFIDENTIALITY.** Lessee acknowledges that the terms and provisions of this Lease, including, but not limited to, amounts and forms of rent and other consideration, were negotiated and agreed to by or on behalf of Lessor and Lessee. Lessee agrees that it will not, without the prior written consent of the Lessor, reveal the terms and conditions of this Lease, including, but not limited to, amounts and forms of rent, to anyone other than financial and legal advisors who themselves agree to keep such information confidential. WITNESSETH THE SIGNATURES OF THE PARTIES HERETO, in duplicate, on the 1st day of May, 2025.

Witness:

[Signature]
Anita Walker

Lessor:

Harry Palmer
Harry F. Palmer
Date: May 12, 2025

Witness:

Carmel P. L. L.
Vivian L. L.
Carmel P. L. L.
Vivian L. L.

Lessor: THE GENTLEMEN'S CORNER
NAIL AND SPA SALON LLC

Robert K. Moore, Sr.
Robert K. Moore, Sr., Member
Date: 5-12-25
[Signature]
Jacqueline L. Moore, Member
Date: 5/12/25

Rider Number One to Lease dated
1st day of May, 2025
by and between
The Gentlemen's Corner Nail and Spa Salon, LLC as Lessee
and
Harry F. Palmer. as Lessor

This Rider, when executed, shall constitute a binding portion of that Lease dated the 1st day of May, 2025, by and between the above noted Lessor and Lessee.

1. The Term of this Lease for the property at 4660 Airport Boulevard, Mobile, Alabama 36608 is for a Primary period of Three Years ending April 30, 2028.
2. Option. Lessee will be granted One (1) three-year option term and the rental will be Three Thousand Six Hundred (\$3,600.00) Dollars per month gross. Lessee will notify Lessor in writing at least 90 days prior to expiration of the then current term that Lessee wishes to extend the Lease under the terms and conditions contained in the Lease.

If done in a timely manner and the Lessee is not in default in any nature, the terms contained in the Lease period shall be extended for the then option period of three years.
3. Condition. Lessee accepts space in its "as is" condition. The Lessor will be responsible for roof and foundation and supporting walls as contained in the lease. Lessor will have the air condition system checked and warrant that the electrical and plumbing and HVAC are in good working order. Lessee will be responsible for all maintenance and repair after warranty period on the HVAC up to \$500.00 on a per occurrence basis. Lessor will be responsible for all costs over \$500.00 on a per occurrence basis and Lessee will procure and pay for a quarterly HVAC maintenance agreement.
4. Liens. All work performed by the Lessee shall be done in a professional manner and no liens of any nature shall be allowed to be attached to the property. Lessee is responsible for all repairs and payment for same, except as noted.
5. Common Area. Lessee hereby acknowledges that the premises is a free standing unit and will only be used by the Lessee for its intended use. Therefore, all exterior, common area landscape, to include grass cutting and cleanup of the area shall be done, if necessary on a daily basis, due to the Lessee intended use.
7. It is hereby agreed by and between both Lessor and Lessee that should either the State of Alabama or federal authorities place a burden with through tax or modification of CBD products such that the business is not profitable, Lessee shall have the right to cancel this lease with 90 days prior written notice.

8. Pylon. Lessee will install signage both on the building and pylon and be responsible for electrical usage on the pylon as contained in the Lease agreement.

Lessor:

Date: May 12, 2025

Harry Palmer
Harry W. Palmer

Lessee: The Gentlemen's Corner
Nail and Spa Salon, LLC

Date: 5-12-25

Robert K. Moore, Sr.
Robert K. Moore, Sr., Member

Date: 5/10/25

Jacqueline L. Moore
Jacqueline L. Moore, Member



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☐ New Owner ☐ Location Change		Transfer of License ☐ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied For with AL ABC Board (MUST MATCH WITH ABC BOARD - check ALL that apply) ☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Business Name <i>The Gentlemen's Caneva Hair and Spa Salon LLC</i>				Street Name (DMA)			
Company Physical Address (Street Address, Suite #) <i>4660 Airport Blvd</i>				City <i>Mobile</i>	State <i>AL</i>	Zip Code <i>36608</i>	
Business Contact Person Information Name <i>Jaqueline Monroe</i>		Title <i>Member</i>	Phone	Email <i>jenmonroe@the</i>			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Address <i>3600</i>	Parking Provided <i>12+</i>	Parking Required <i>12</i>	Compliance ☒	Zoning <i>B-2</i>	Approved ☒		
Comments <i>EXISTING LOUNGE</i>							
Print Name <i>CALDWELL C. WHISTLER</i>		Signature <i>Caldwell C. Whistler</i>			Date <i>7-31-2025</i>		

Skinner, Shawn

From: Planning
Sent: Tuesday, July 8, 2025 10:54 AM
To: Skinner, Shawn
Subject: ZC Request Status Updated- THE GENTLEMENS CORNER NAIL AND SPA SALON LLC dba THE GENTLEMENS CORNER NAIL AND SPA SALON; ZC-157668-2025

Importance: High

Status: More Time Needed

Business Name: THE GENTLEMENS CORNER NAIL AND SPA SALON LLC dba THE GENTLEMENS CORNER NAIL AND SPA SALON

ZC Case Number: ZC-157668-2025

Planner Comments:

INTERIOR RENOVATIONS FOR THIS BUISNESS WERE NEVER COMPLETED.

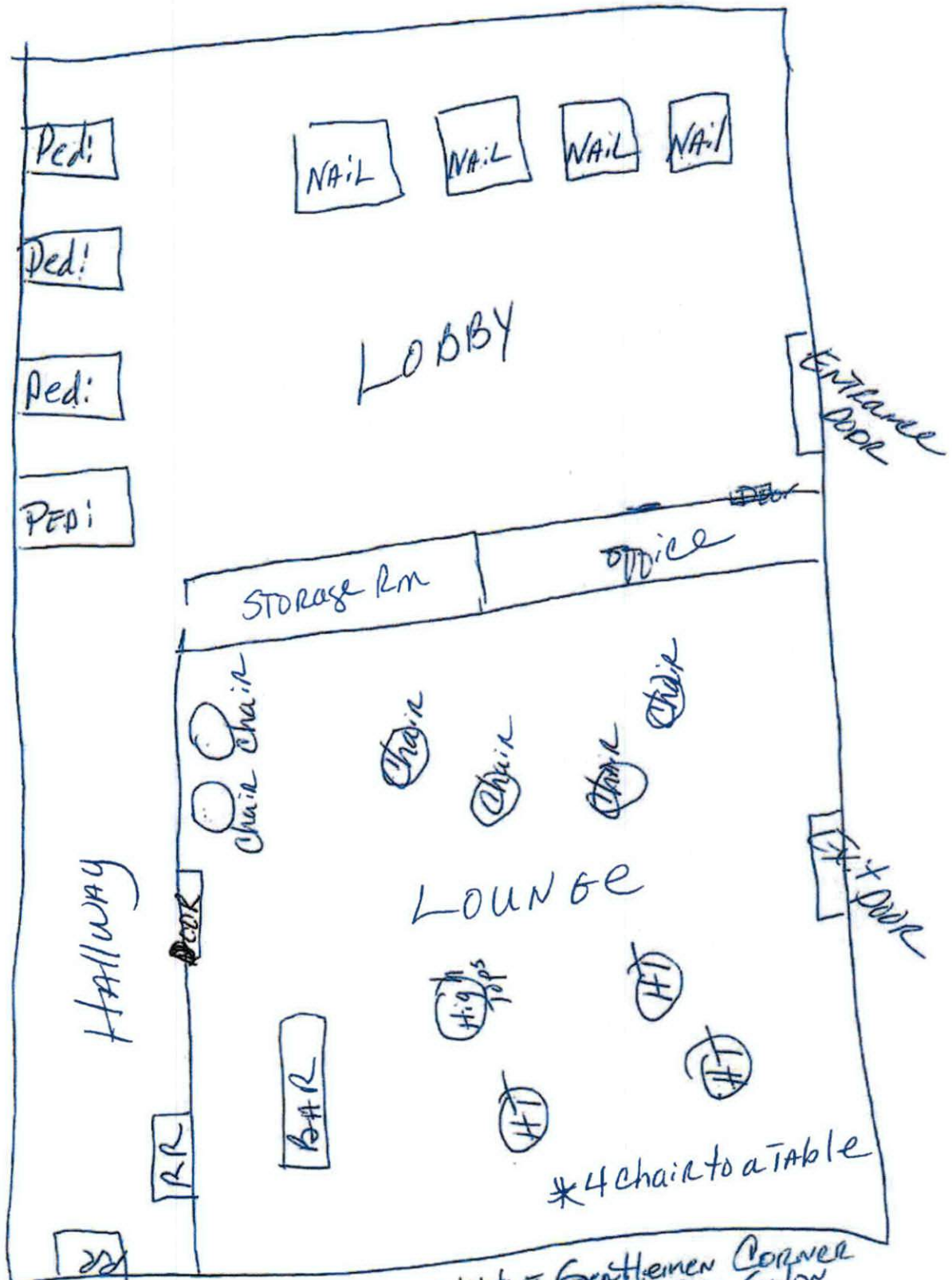
Skinner, Shawn,

The status of the above mentioned ZC request has been updated by Whistler, Caldwell CW. You may click the link below to open the *New Zoning Clearance Requests List*.

[NEW ZONING CLEARANCE REQUESTS LIST](#)

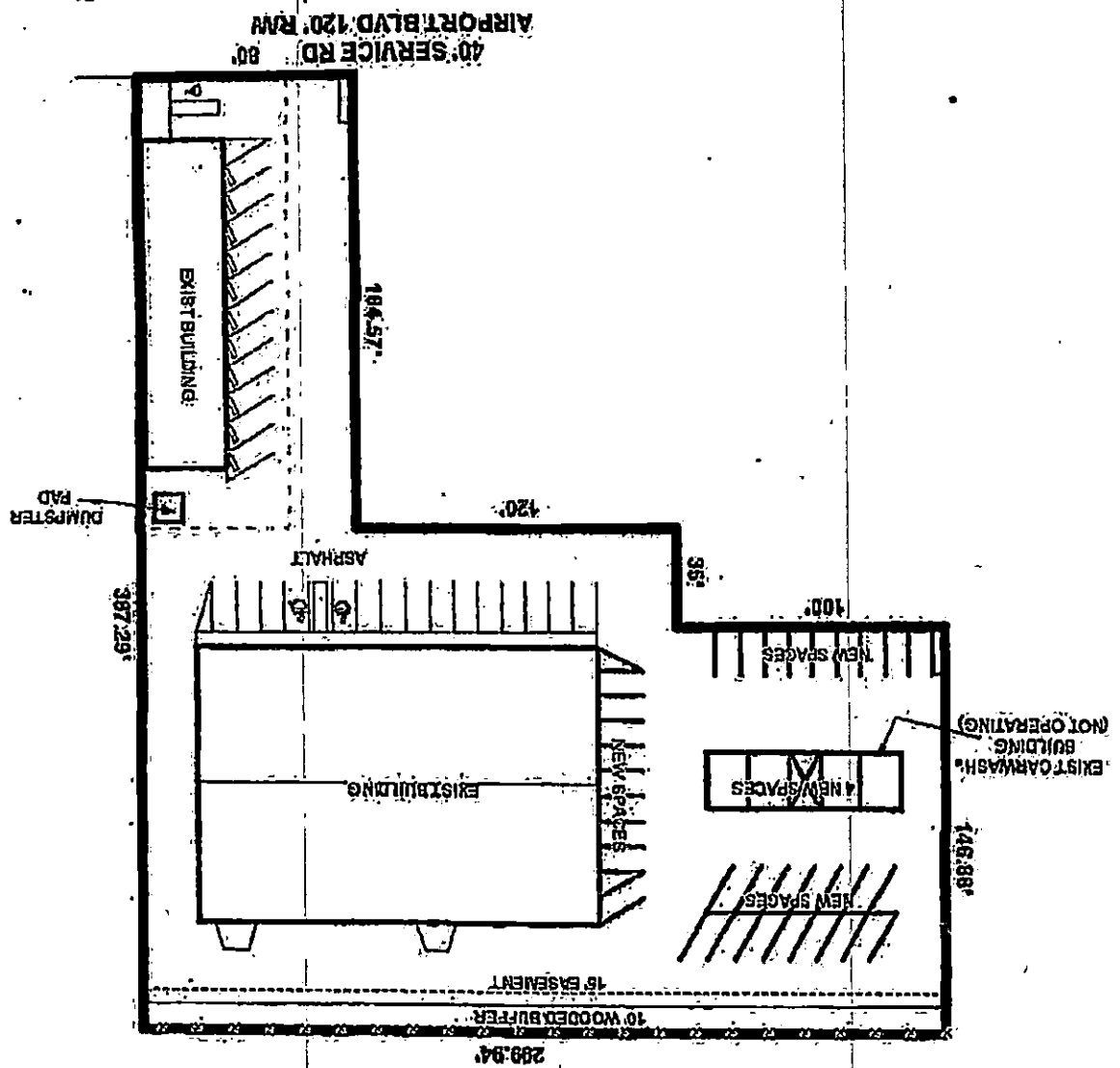
*****This is an automated email for notification purposes only. Please do not reply to this email.*****

Airport Blvd



DBA: The Gentlemen Corner
Nail and Spa Salon
Address: 4660 Airport Blvd. Mobile AL 36608
Sue Moore 4/29/25

The site plan illustrates the existing buildings, new parking spaces, and easement.



SITE PLAN

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 20 described in the resolution adopted on the 15th day of July, 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 20, as described in the resolution adopted on the 15th day of July, 2025, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.1666 on file in the office of the City Clerk).

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

Adopted:

City Clerk

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1666** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **19th day of August, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: JUL 15 2025


City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FROM' line.

DATE: **July 9, 2025**

SUBJECT: WEED LIEN GROUP **1666**

Attached, please find Assessment Lists for Weed Lien Group Number **1666** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

7/15/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

8/19/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 7/17/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 7/31/2025

LEGAL NOTICE ADS: 8/6/2025-8/13/2025

POSTING DATE: 8/12/2025

Copy to: Marchetta Taite

WEED LIEN						
CONTRACT NUMBER						
1666					Res. No.	
7/15/2025	LOTS TO BE DECLARED					58-
8/19/2025	LOTS FOR PUBLIC HEARING					58-
//2025	LOTS TO BE ASSESSED FOR COST					58-
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1481 John H Campbell Sr Way	50735	52683		2	
2	1913 Andrews Street	50488	52684		1	
3	2854 Josephine Street	50727	52685		1	
4	126 Colvin Street	51649	52686		1	
5	5467 Racine Avenue	50707	52687		7	
6	251 N Pine Street	51475	52688		2	
7	2424 Redmond Street	50454	52689		1	
8	3110 Brill Circle	50527	52690		3	
9	526 Helveston Street	50515	52691		1	
10	1107 Spring Hill Avenue	51371	52692		2	
11	3212 Dauphin Island Parkway	51252	52693		3	
12	1120 Martinwood Lane	51501	52694		3	
13	1699 S Broad Street	51242	52695		3	
14	619 Summerville Street	50529	52696		1	
15	6400 Leflore Drive	51113	52697		7	
16	3204 Rochester Street	50457	51698		1	
17	0 Parker Street/ Brown St	51680	52699		2	
18	2559 Dohm Street	50825	52700		1	
19	264 Seminole Street	50705	52701		1	
20	4720 Oxford Drive	50981	52702		7	
				\$ -		
Numbers of lots cut						
District total for this group			Numbers of lots cut			
1	9			1		
2	4			2		
3	4			3		
4	0			4		
5	0			5		
6	0			6		
7	3			7		
	20			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Harry Smith 7-9-25
Marchetta Jante 7-9-25



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the name Gary Jackson.

DATE: August 12, 2025

SUBJECT: Repeat Weed Lien Invoices G-88

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 88. Please place these on the City Council's Agenda for August 19, 2025.

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

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER					5462	
		GROUP 88					Res. No.	
4/10/2025	1st REPEAT WEED LIEN LETTERS SENT					11-058		
8/19/2025	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
		Old SRC		New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		ut with	Assessed	CBO
No.								
1	1317 Keith St	3		49038	2/20/2024	1	\$ 322.73	
2	808 Baltimore St	3		49039	10/4/2022	1	\$ 275.00	
3	1456 Congress St	2		49042	9/20/2022	1	\$ 275.00	
4	358 Gordon St	2		49044	6/14/2022	1	\$ 275.00	
5	2708 Ralston Rd	5		49045	12/5/2023	1	\$ 50.00	CBO
6	2710 Ralston Rd	5		49046	8/29/2023	1	\$ 383.44	
7	404 Morgan Ave	5		49047	8/29/2023	1	\$ 275.00	
8	3603 Kent Rd	4		49048	10/22/2022	1	\$ -	CBD
9	281 Cedar Dr	3	48040	49049	9/20/2022	1	\$ 275.00	
10	218 Ingate St	1		49050	12/19/2023	1	\$ 275.00	
11	2060 Clinton St	1		49075	4/25/2023	1	\$ 50.00	CBO
12	0 Harper Ave	1		49051	9/20/2022	1	\$ 275.00	
	Par. No. (29 02 44 0 012 035.XXX)							
13	0 James H Finley/ 0 Schwarz St	1		49052	10/4/2022	1	\$ 50.00	CBO
	Par. No. (29 07 42 0 001 544.XXX)							
14	518 James H Finley Dr/0 James H	1		49054	11/7/2023	1	\$ 275.00	
15	1314 Pecan St	2		49056	2/27/2024	2	\$ 375.00	
16	1106 Texas St	2		49057	9/10/2024	1	\$ 275.00	
17	1004 Alba St	3		49059	11/29/2022	1	\$ 275.00	
18	1504 Plover St	2		49061	1/17/2023	1	\$ 50.00	CBO
19	2163 Robinson St	3		49062	6/14/2022	1	\$ 275.00	
20	1553 Plover St	2		49064	6/27/2023	2	\$ 375.00	
21	3920 Del Monte Ct	3		49074	1/23/2024	1	\$ 286.50	
Total							\$ 4,967.67	
District total for this group		Numbers of lots cut						
1	5			1	3			
2	6			2	5			
3	6			3	6			
4	1			4	0			
5	3			5	2			
6	0			6	0			
7	0			7	0			
	21				16			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Jany Jackson 8-12-25
Marchetta Suite 8-12-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **DELOACH CALVIN & QUEEN**
C/O HERBERT BURTON II
Address: **2370-G HILLCREST RD PMB**
City, State, Zip: **MOBILE, AL 36695**
Repeat Group Number: **88** Item # **1**

Lot Description: **E 147 FT(S) OF LOT 16 ROBINSON PL MBK 4 PG 491 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 019.XXX) 1317 KEITH ST**

Nuisance Date: 4/10/2025
Date lot was cut: 8/5/2025 Contractor: Mr. David Lester

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		13,818	\$ 0.0125	\$ 172.73
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 322.73


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

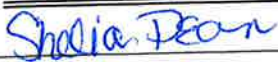
Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **BOURSAW LLOYD MICHAEL**
C/O GEORGE A & ADORA B MORRIS
Address: **1854 LACEY ST**
City, State, Zip: **MOBILE, AL 36617-2825**
Repeat Group Number: **88** Item # **2**

Lot Description: **LOT 7 BLK A ACC TO PLAT BY LOUIS R BART SURVEYOR FOR LIZZIE C TERRY IN DBK 80 N S P 327 BEING LOT 7 BLK A TERRY SUBDIV OF LOTS 24 & 25 CHOCTAW POINT TRACT #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 151.XXX) 808 BALTIMORE ST**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 12, 2025

Lot Owner: **LAWSON DARLENE PETERSON &
RAVEN D YOUNG**

Address: **120 BROOKVALLEY XING**

City, State, Zip: **DALLAS, GA 30157**

Repeat Group Number: **88** Item # **3**

Lot Description: **LOTS 31 & 32 R E GORDON SUBD DBK 114 P 434 LESS & EXC N 49 FT THEREOF RPBK
1934 P 527 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 081.XXX) 1456
CONGRESS ST**

Nuisance Date: **4/10/2025**

Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,103	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelita D. San

SECRETARY

Michelle J. Tate

INSPECTOR

David Lester

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Repeat Lot Cleaning Invoice

Lot Owner: **PACKER STROTHER LOUIS III**
& CLAUDIA M
C/O AVERY ROBINSON
Address: **1526 WEST AVE**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **88** Item # **4**

Lot Description: **LOT 8 BLK 2 URQUHART TRT DB K 103 N S P 492 #SEC 28 T4S R1W #MP29 10 28 1 001**
(29 10 28 1 001 095.XXX) 358 GORDON ST

Nuisance Date:

Date lot was cut:

Contractor:

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,250	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

SECRETARY

Monchetta Joste

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 12, 2025

Lot Owner: **BLACKMON CLARENCE L & DORRA**

C/O SUGGS RONALD A

Address: **354 REGINA AVE**

City, State, Zip: **MOBILE, AL 36604-2333**

Repeat Group Number: **88** Item # **5**

Lot Description: **LOT 71 BLK U WESTLAWN SUB MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 001 (29 08 19 4 001 065.XXX) 2708 RALSTON RD**

Nuisance Date: **4/10/2025**

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

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	17443	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia D. Dean

SECRETARY

Marchetta J. Jute

INSPECTOR

James R. R. R.

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

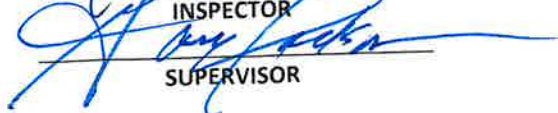
Lot Owner: ISEL PAMA SUE
Address: P. O. BOX 6748
City, State, Zip: MOBILE, AL 36606-0748
Repeat Group Number: 88 Item # 6

Lot Description: LOT 72 BLK U RESUB OF WESTLAWN MBK 4 P 516-520 #SEC 19 T4S R1W #MP29 08 19 4 001 (29 08 19 4 001 066.XXX) 2710 RALSTON RD

Nuisance Date: 4/10/2025
Date lot was cut: 8/5/2025 Contractor: Mr. David Lester

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		18,675	\$ 0.0125	\$ 233.44
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 383.44


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **PEPPER SETH B**
Address: **2724 MCGREW CT**
City, State, Zip: **MOBILE, AL 36606-2310**
Repeat Group Number: **88** Item # **7**

Lot Description: **LOT 5 BLK 8 GOVT ST HGTS DBK 124 P 219 #SEC 29 T4S R1W #MP29 09 29 1 002 (29 09 29 1 002 062.XXX) 404 MORGAN AVE**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,660	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

James Tucker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **JOHNSON EDISON M & ROS M**
C/O ROSAMARIE D JOHNSON
Address: **599 COUNTRY RIDGE RD**
City, State, Zip: **OPELOUSAS , LA 70570**
Repeat Group Number: **88** Item # **9**

Lot Description: **LOTS 38 & 39 BLK 5 HARTWELL PL MBK 3 P 315 #SEC 44 T4S R1W #MP29 02 44 0 030**
(29 02 44 0 030 295.XXX) 281 CEDAR DR

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,594	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY
Marquette Irate
INSPECTOR
Anthony Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 12, 2025

Lot Owner: **LEIGH ISAAC UNGER II**
Address: **P. O. BOX 11**
City, State, Zip: **MOBILE, AL 36601-0011**
Repeat Group Number: **88** Item # **10**

Lot Description: **LOT 23 BLK 2 INGATE PL DBK 106 PG 86 #SEC 18 T4S R1W #MP29 08 18 2 002 (29 08 18 2 002 043.XXX) 218 INGATE ST**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,600	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY

Maxhette Joute
INSPECTOR

John Adams
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **FOX ANNIE D**
C/O LEONARD HOLMES
Address: **1056 TEXAS ST**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **88** Item # **11**

Lot Description: **COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 BLOCK B TOULMINVILLE EXTENSION MBK 3 PAGE 701 THEN RUN SOUTHWESTERLY ALONG THE NORTH LINE OF CLINTON STREET 50 FT(S) TO THE POINT OF BEGINNING. CONTINUE SOUTHWESTERLY 40 FT THEN RUN NORTHERLY 202.16 FT THEN NORTH 100.72 FT THEN SOUTHERLY 195.39 FT THEN CONTINUE SOUTHERLY 100 FT TO THE POINT OF BEGINNING. (29 02 44 0 024 255.007) 2060 CLINTON ST**

Nuisance Date: **4/10/2025**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	10,143	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Margherita Jute
INSPECTOR

Angela
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **SMITH CORA**
Address: **4508 ATLANTIC AVE STE A PMB 447**
City, State, Zip: **LONG BEACH, CA 90807**
Repeat Group Number: **88** Item # **12**

Lot Description: **LOT 212 BLK D TRINITY GAR 1ST ADD ACC TO PLAT OF SD SUB REC IN MBK 3 P 332
#SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 035.XXX) 0 HARPER AVE**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,080	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Sheena Decur
SECRETARY
Marchetta Jacte
INSPECTOR
Anthony Foster
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 12, 2025

Lot Owner: **CMC INVESTMENTS LLC**
ATTN PURE WORD DELIVERANCE
HOUSE OF PRAYER
 Address: **2530 S SHELTON BEACH RD**
 City, State, Zip: **EIGHT MILE, AL 36613**
 Repeat Group Number: **88** Item # **13**

Lot Description: **LOT 24 TOULMINVILLE S/D #2 MBK 116/11 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 544.XXX) 0 JAMES FINLEY DR**

Nuisance Date: 4/10/2025
 Date lot was cut: 8/5/2025 Contractor: Mr. David Lester

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	21,235	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
 SECRETARY
Monetta Tate
 INSPECTOR
David Lester
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 12, 2025

Lot Owner: **CMC INVESTMENTS LLC**
ATTN PURE WORD DELIVERANCE
HOUSE OF PRAYER
Address: **2530 S SHELTON BEACH RD**
City, State, Zip: **EIGHT MILE, AL 36613**
Repeat Group Number: **88** Item # **14**

Lot Description: **LOT 19 TOULMINVILLE S/D #2 MBK 116/11 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 544.005) 518 JAMES H FINLEY DR/O JAMES H FINLEY**

Nuisance Date: 4/10/2025
Date lot was cut: 8/5/2025 Contractor: Mr. David Lester

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,282	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY

Marchetta Sauter
INSPECTOR

Dave Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **LEWIS LUCILE**
Address: **1256 SOUTH ANN ST**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **88** Item # **15**

Lot Description: **W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 P 260 #SEC 13**
T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 193.XXX) 1314 PECAN ST

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,407	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dean
SECRETARY
Marghella Jatte
INSPECTOR
David Lester
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 12, 2025

Lot Owner: **BROWN LILLIAN**
C/O BARBARA SCOTT
Address: **17505 TARKINGTON AVE**
City, State, Zip: **CLEVELAND, OH 44128**
Repeat Group Number: **88** Item # **16**

Lot Description: **BEG N/S TEXAS ST 89.83 FT E OF DUNHAM ST & RUN E 45.75 FT TH NLY 105.67 FT TH WLY 44.08 FT TH SLY 105.67 FT TO POB BEING PT OF SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003 (29 10 38 0 003 118.XXX) 1106 TEXAS ST**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,783	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY
Marchetta Jante
INSPECTOR
Jay Fuchs
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 12, 2025

Lot Owner: **SIMS CHARLENE**
Address: **1239 SUDAN ST**
City, State, Zip: **MOBILE, AL 36693-4401**
Repeat Group Number: **88** Item # **17**

Lot Description: **THE S 1/2 OF LOT 26 COWAN SUB DBK 77 N S PG 357 DESC AS BEG AT SE COR OF LOT 26 RUN THEN WLY ALG N/L OF (FRANKLIN ST) ALBA ST 47 FT TO PT RUN THEN NLY ALG W/L OF SAID LOT 55 TO PT THEN RUN ELY & PAR WITH SAID (FRANKLIN ST) ALBA ST 47 FT TO E/L OF LOT & RUN THEN SLY ALG E/L 55 FT TO PT OF BEG #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 045.XXX) 1004 ALBA ST**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,585	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY

Marchetta Gault
INSPECTOR

James Lester
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **HOBBS JAMIE REDDICK**
AN UNDIV 1/2 INT
Address: **1011 HOUSTON ST**
City, State, Zip: **MOBILE, AL 36606-1124**
Repeat Group Number: **88** Item # **18**

Lot Description: **LOTS 22 & 23 COLGIN ADD TO OAKDALE DBK 115/361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 044.XXX) 1504 PLOVER ST**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	13,300	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marcella Junte
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

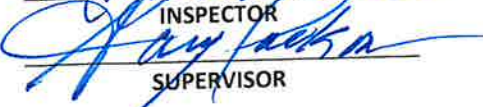
Lot Owner: **MOSS GREGG A**
Address: **3678 SCARLET DR**
City, State, Zip: **DOUGLASVILLE, GA 30135**
Repeat Group Number: **88** Item # **19**

Lot Description: **LOT 23 BLK A DOG RIVER HGTS MBK 4 P 18 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 033.XXX) 2163 ROBINSON DR**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,758	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **MIXON EDWARD**
Address: **111 S CATHERINE ST APT 1A**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **88** Item # **20**

Lot Description: **LOT 39 COLGIN ADD TO OAKDALE DBK 115 P 361 UNRECORDED Q/D DTD 10/9/86 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 060.XXX) 1553 PLOVER ST**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,823	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dean
SECRETARY
Marcella Tate
INSPECTOR
John Baker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 12, 2025

Lot Owner: **HENDRICKS SIDNEY RONALD**
C/O RANDLE HENDRICKS
Address: **505 BEL AIR BLVD APT 212**
City, State, Zip: **MOBILE, AL 36606-4505**
Repeat Group Number: **88** Item # **21**

Lot Description: **LOT 3 DEL MONTE COURT SUB MBK 8 P 186 #SEC 40 T5S R1W #MP32 11 40 0 002 (32 11 40 0 002 028.XXX) 3920 DEL MONTE CT**

Nuisance Date: **4/10/2025**
Date lot was cut: **8/5/2025** Contractor: **Mr. David Lester**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,920	\$ 0.0125	\$ 136.50
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 286.50

Shelia Dean
SECRETARY

Margaretta Jante
INSPECTOR

David Lester
SUPERVISOR

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

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

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

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 88**

shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

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

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: August 11, 2025
SUBJECT: Repeat Weed Lien Invoices G-91

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 91. Please place these on the City Council's Agenda for August 19, 2025.

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

sd

Copy to: Marchetta Taite



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**
Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean
SECRETARY
Margaretta Gault
INSPECTOR
Harry Paul
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**
Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean
SECRETARY
Marchetta Inte
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040
DAUPHIN ISLAND PKWY**

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean
SECRETARY
Magdalena Joste
INSPECTOR
Ray Joste
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1204B MURRAY HILL CT**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean
SECRETARY
Marchetta Tate
INSPECTOR
Jany Forde
SUPERVISOR



MUNICIPAL ENFORCEMENT
Lot Cleaning Invoice
August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**
Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Sheila Dean

SECRETARY
Madeline Thibault

INSPECTOR
Harry Jones

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040
DAUPHIN ISLAND PKWY**

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean

SECRETARY

Marjetha Carter

INSPECTOR

Anthony

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **1056 SAINT MADAR ST**

City, State, Zip: **MOBILE, AL 36603-5742**

Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean

SECRETARY

Marshalla Korte

INSPECTOR

Tom Jack

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **JENNIFER FREELAND**
Address: **720 RICHARDSON ST**
City, State, Zip: **CLARKSVILLE, TN 37040-3828**
Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean

SECRETARY

Marquette Saulte

INSPECTOR

Angela

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **COMPLETE PLUMBING & CONSTRUCTION**
Address: **P. O. BOX 2572**
City, State, Zip: **MOBILE, AL 36652**
Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean
SECRETARY
Nashelle Tate
INSPECTOR
James Tate
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **HOUSING & URBAN DEVELOPMENT**
Address: **950 22ND ST NORTH, SUITE 900**
City, State, Zip: **BIRMINGHAM, AL 35203-5302**
Repeat Group Number: Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean

SECRETARY

Maybeth Tate

INSPECTOR

Raymond

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 3606**

Repeat Group Number: **91** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 2,826.56

Shelia Dean

SECRETARY

Elizabeth Perryman

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: DAUPHIN CREEK ESTATES LLC
Address: P. O. BOX 91866
City, State, Zip: MOBILE, AL 36691-1866
Repeat Group Number: 91 Item # 2

Lot Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056
WOODLAWN DR S

Nuisance Date: 6/6/2025

Date lot was cut: 7/24/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,340.06

Shelia Dean

SECRETARY

Marchetta Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: DAUPHIN CREEK ESTATES LLC
C/O STEVE FORDE
Address: 1050 GLENBROOK WAY STE 480
City, State, Zip: HENDERSONVILLE, TN 37075
Repeat Group Number: 91 Item # 2

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: 6/6/2025
Date lot was cut: 7/24/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire			\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,340.06

Shelia Dean
SECRETARY
Marchetta Jacte
INSPECTOR
Andy Lee
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **91** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **6/6/2025**
Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire			\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,340.06

Shelia Dean

SECRETARY

Marcella Tate

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **91** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,340.06

Shelia Dean
SECRETARY

Marchetta Jaste
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **91** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,340.06

Shelia Dean

SECRETARY

Margaretta Jute

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **1017 OLD SHELL RD**

City, State, Zip: **MOBILE, AL 36604**

Repeat Group Number: **91** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,340.06

Shelia Dean

SECRETARY

Marichetta Jante
INSPECTOR

James
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: HOUSING & URBAN DEVELOPMENT
Address: 950 22ND ST NORTH, SUITE 900
City, State, Zip: BIRMINGHAM, AL 35203-5302
Repeat Group Number: 91 Item # 2

Lot Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056
WOODLAWN DR S

Nuisance Date: 6/6/2025
Date lot was cut: 7/24/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00

Total Project Cost: \$ 2,340.06

Shelia P. Parn

SECRETARY

Marcella J. Tate

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Repeat Group Number: **91** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**
Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 3,024.14

Shelia Dean

SECRETARY

Marcelle Tate

INSPECTOR

Amy Webb

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
 Address: **1050 GLENBROOK WAY STE 480**
 City, State, Zip: **HENDERSONVILLE, TN 37075**
 Repeat Group Number: **91** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050 DAUPHIN ISLAND PKWY**

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 3,024.14

Shelia Dean

SECRETARY

Marjetha Tate

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: DAUPHIN CREEK ESTATES LLC
C/O STEVE FORDE
Address: 1040 LATIMER LN
City, State, Zip: HENDERSONVILLE, TN 37075
Repeat Group Number: 91 Item # 3

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: 6/6/2025
Date lot was cut: 7/24/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 3,024.14

Shelia Dean

SECRETARY

Marchetta J. Tate

INSPECTOR

Angela
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1204B MURRAY HILL CT**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **91** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 3,024.14

Shelia Dean

SECRETARY

Marabeth Jarte

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **91** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 3,024.14

Shelia Dean

SECRETARY

Marcella Tate

INSPECTOR

Angelo

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **1056 SAINT MADAR ST**

City, State, Zip: **MOBILE, AL 36603-5742**

Repeat Group Number: **91** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00

Total Project Cost: \$ 3,024.14

Shelia Dean

SECRETARY

Marchetta Jarte

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **MOBILE COUNTY REVENUE**
Address: **3925 MICHAEL BLVD STE G**
City, State, Zip: **MOBILE, AL 36609**
Repeat Group Number: **91** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00

Total Project Cost: \$ 3,024.14

Shelia Dean

SECRETARY

Marchetta Tate

INSPECTOR

Angela

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **HOUSING & URBAN DEVELOPMENT**
Address: **950 22ND ST NORTH, SUITE 900**
City, State, Zip: **BIRMINGHAM, AL 35203-5302**
Repeat Group Number: **91** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 3,024.14

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

August 11, 2025

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **4071 LEIGHTON PLACE DRIVE**

City, State, Zip: **MOBILE, AL 36693**

Repeat Group Number: **91** Item # **3-H**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050
DAUPHIN ISLAND PKWY**

Nuisance Date: **6/6/2025**

Date lot was cut: **7/24/2025** Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 3,024.14

Shelia Dean

SECRETARY

Marichetta Joute

INSPECTOR

James

SUPERVISOR

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

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

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

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 91** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

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

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: August 13, 2025

SUBJECT: Weed Lien Group 1665 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1665**. Please place these on the City Council's Agenda for **August 19, 2025**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **HOFFMAN ANTHONY M**
AS PERSONAL REPRESENTATIVE OF THE
ESTATE OF GEORGIA EARL- FREEMAN

Address: **P. O. BOX 11**

City, State, Zip: **MOBILE, AL 36601-0011**

Group Number: **1665** Item # **1**

Lot Description: **LOT 15 BLK 2 OAK DRIVE CT MBK 4 PG 484 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 017.XXX) 556 OAK DRIVE CT**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,350	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marichetta Carter
INSPECTOR

James Parker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **DENT JENKINS JABARIA MESCHELE**
Address: **1516 RIDGELAND RD W**
City, State, Zip: **MOBILE, AL 36695**
Group Number: **1665** Item # **2**

Lot Description: **LOTS 34 & 35 SHRINER MCKEAN SUBDIVISION DBK 99 PG 353 (29 08 18 4 002 066.XXX)**
2785 LECREN ST

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,476	\$ 0.0125	\$ 155.95
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 275.95

Shelia Dean

SECRETARY

Marchetta Tate

INSPECTOR

Issac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1665** Item # **3**

Lot Description: **PT OF LOTS 17 & 18 BLK 23 CAMP GROUND TRACT DBK 48/343 DESC AS BEG AT SE COR OF LOT 18 TH RUN NLY 72 FT TO A PT TH RUN WLY 50 FT TO A PT TH RUN SLY 72 FT TO A PT TH RUN ELY 50 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 482.XXX) 251 N PINE ST**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025

Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,559	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 245.00

Shelia Dean
SECRETARY
Maxhette Tice
INSPECTOR
Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
August 12, 2025

Lot Owner: **GORDON IRENE & SANDRA RENA GORDON**
C/O SANDRA R DIAZ

Address: **99 BENEFIELD BLVD**

City, State, Zip: **PEEKSKILL, NY 10566**

Group Number: **1665** Item # **4**

Lot Description: **LOT 18 BLK 1 INGATE PLACE DBK 106 PG 86 (29 08 18 2 003 094.XXX) 230 ABRAMS ST**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,400	\$ 0.0125	\$ 155.00
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard		\$ 7.00	\$ -
Total Project Cost:				\$ 205.00

Shelia Dean
SECRETARY
Marchetta Jute
INSPECTOR
Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: HUDSON DUDLEY & LELIA
Address: P. O. BOX 6775
City, State, Zip: MOBILE, AL 36660-0775
Group Number: 1665 Item # 5

Lot Description: LOTS 7 & 8 LAWRENCE BROWN S/D MBK 6/45 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 229.XXX) 815 STANTON RD

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		25,093	\$ 0.0125	\$ 313.66
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 681.66

Shelia Dean
SECRETARY
Marichetta Daulton
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **NEW CLAY & VICKY JONES PARKS**
Address: **2014 KATIE DR SW**
City, State, Zip: **DECATUR, AL 35603-3354**
Group Number: **1665** Item # **6**

Lot Description: **COMG NE COR PINE & CONGRESS STS TH NLY ALG E/L PINE ST 108.75 FT FOR BEG CONT NLY ALG ST 41.25 FT TH ENCL ANG 85 DEG 45 MIN ELY PAR CONGRESS ST 125 FT TH ENCL ANG 94 DEG 11 MIN SLY 34.8 FT TH ENC ANG 88 DEG 48 MIN WLY 124.8 FT TO BEG BEING PT LOT 2 BLK 22 CAMP GROUND TRT DBK 48 P 343 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 514.XXX) 256 N PINE ST**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,156	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 455.00

Shelia Dean
SECRETARY

Mapchette Lytle
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: Alabama Dept. of Revenue

ATTN: Shelly Tice

Property Tax Division

Address: P. O. Box 327210

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

Group Number: 1665 Item # 7

Lot Description: COMMENCING AT THE SOUTHEAST CORNER OF ANDREWS AND DRIVER STREET THEN RUN SOUTHERLY ALONG THE EAST LINE OF DRIVER STREET 170 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 120 FT THEN SOUTHERLY 61 FT THEN WESTERLY 120 FT THEN NORTHERLY 61 FT TO THE POINT OF BEGINNING. (29 07 42 0 004 154.01X) 416 DRIVER ST

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025

Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,320	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	65	\$ 7.00	\$ 455.00
Total Project Cost:				\$ 630.00

Shelia Dean
SECRETARY
Marcelle Jute
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **DEAN FANNIE B**
C/O FLORETTA BUSH
Address: **804 DONALD ST**
City, State, Zip: **MOBILE, AL 36617-2908**
Group Number: **1665** Item # **8**

Lot Description: **BEG AT A PT ON THE S/L OF CONGRESS ST 90.17 FT WLY FROM THE SW INT OF KENNEDY & CONGRESS STS AS THE SAME ARE NOW LOC & RUN TH WLY ALG THE S/L OF CONGRESS ST 29 FT TO A PT WHICH IS THE NE COR OF LOT CONVEYED BY THE SD FRANK CARON & WIFE TO RHETT P & DOCIA C BATES TH ALG A LINE FORM AN INT ANG OF 87 DEG 53 MIN WITH CONGRESS ST (FOLL A FENCE A RUN THRU A BLDG LOC PTLY ON THE PPTY HEREIN DESC & PTLY ON LOT NEXT W HEREOF 125 FT TO A PT TH ELY & PAR WITH CONGRESS ST 33 FT TO A PT TH NLY ALG A FENCE 125 FT TO THE POB SD PPTY BEING O/K/A NO: 1105 CONGRESS ST #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 633.XXX) 1105 CONGRESS ST**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,379	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Margherita Jute
INSPECTOR
Faye Lockman
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **DIXON DOROTHY HELEN**
Address: **6650 OAKLANE DR**
City, State, Zip: **THEODORE, AL 36582-6102**
Group Number: **1665** Item # **9**

Lot Description: **LOT 12 CLAREMONT SUBDIV MBK 8 P 306 SECT 4 T5S R2W #SEC 4 T5S R2W #MP33 02 04 2 001 (33 02 04 2 001 030.XXX) 6254 SARASOTA DR**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,375	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marchetta Joute
INSPECTOR

Harry Robinson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

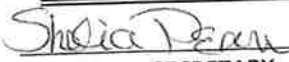
Lot Cleaning Invoice
August 12, 2025

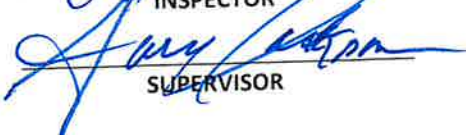
Lot Owner: **ROSE ESTHER MARIE**
Address: **12706 BENTON PARK LN**
City, State, Zip: **TOMBALL, TX 77377**
Group Number: **1665** Item # **10**

Lot Description: **LOT 7 BLK 8 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 146.XXX) 560 CEDAR AVE**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,625	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 245.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

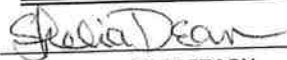
August 12, 2025

Lot Owner: **THE TENSAW GROUP INCORPORATED**
Address: **15912 CRAIN HWY UNIT B PMB 253**
City, State, Zip: **BRANDYWINE, MD 20613**
Group Number: **1665** Item # **11**

Lot Description: **LOT 1 BLK 3 TROPICAL PLACE DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 069.XXX) 1500 LEMON ST**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,768	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 245.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **COLEY JAMES EDWARD**
Address: **100 YOAKUM CT**
City, State, Zip: **PENSACOLA, FL 32505-2858**
Group Number: **1665** Item # **12**

Lot Description: **LOT 46 COLGINS ADD TO OAKDALE DBK 115 NS P 361 #SEC 28 T4S R1W #MP29 10 4 005 (29 10 28 4 005 067.XXX) 1567 PLOVER ST**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,350	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 388.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **ABBASI SHAHID ALI**
Address: **418 PASCO RD**
City, State, Zip: **GARLAND, TX 75044-3203**
Group Number: **1665** Item # **13**

Lot Description: **LOTS 30,31,32,33 & 34 BLK 20 MOBILE TERRACE SUB DBK 156 PG 540 #SEC 18 T4S R2W
#MP28 04 18 1 003 (28 04 18 1 003 043.XXX) 375 CODY RD N**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	103,040	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shaleia Deen
SECRETARY

Margaretta Jute
INSPECTOR

Fay Fickm
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address:

P. O. Box 327210

City, State, Zip:

Montgomery, AL 36132-7210

Group Number:

1665

Item #

14

Lot Description:

LOT 19 BLK 2 LINCOLN PARK SUB MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 451.XXX) 1709 GRIFFIN ST

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025

Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,282	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		11	\$ 3.00	\$ 33.00
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 278.00

Shelia Dean
SECRETARY
Marquette Tice
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
August 12, 2025

Lot Owner: **TEMPLE OF JERUSALEM MINISTRIES**
Address: **P. O. BOX 10188**
City, State, Zip: **PRICHARD, AL 36610-0188**
Group Number: **1665** Item # **15**

Lot Description: **LOTS 23 & 24 BLK 2 1ST ADD TO ST STEPHENS HIGHLANDS MBK 3 P 675 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 211.XXX) 2506 VICTORY AVE**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,840	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marquette Jute
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **SELWONK ENTERPRISES INC**
Address: **505 BAY SHORE AVE**
City, State, Zip: **MOBILE, AL 36607-1301**
Group Number: **1665** Item # **16**

Lot Description: **LOT 11 BLK D 1ST ADD TO PIN EWOOD MBK 5 P 208 #SEC 40 T5S R1W #MP32 09 40 0 004 (32 09 40 0 004 054.XXX) 3608 KENT RD**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		26,945	\$ 0.0125	\$ 336.81
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 596.81

Shelvia D. Evans
SECRETARY
Marchetta J. Tate
INSPECTOR
Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **LEWIS ABRAM & MAMIE LEE**
% SHIRLEY A LEWIS

Address: **1304 LINWOOD DR E**

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

Group Number: **1665** Item # **17**

Lot Description: **LOT 13 COWAN SUB DBK 77/357 #SEC 27 T4S R1W #MP29 10 27 4 000 (29 10 27 4 000 084.XXX) 922 BAY AVE**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
 Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,348	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 350.00

Shelia Dean
 SECRETARY
Marichetta J. Tate
 INSPECTOR
Issac Sampson
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **DAWSON DAVIS & RUTH M**
Address: **931 MANGO CIR APT 8**
City, State, Zip: **TARPON SPGS, FL 34689**
Group Number: **1665** Item # **18**

Lot Description: **LOT 14 COWAN SUB DBK 77P357 #SEC 27 T4S R1W #MP29 10 27 4 000 (29 10 27 4 000 085.XXX) 924 BAY AVE**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,658	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 490.00

Shelia D...
SECRETARY
Marchetta Tate
INSPECTOR
Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 12, 2025

Lot Owner: **HIVEMIND US LLC**
Address: **3139 W HOLCOMBE BLVD #A75**
City, State, Zip: **HOUSTON, TX 77025-1533**
Group Number: **1665** Item # **19**

Lot Description: **LOT 8 WARD SUB #1 MBK 5 PG 323-324 #SEC 40 T5S R1W #MP32 09 40 0 002 (32 09 40 0 002 061.XXX) 1721 SIGLER AVE**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	28,170	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marchetta Jarte
INSPECTOR
Jay Beck
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
August 12, 2025

Lot Owner: **HALL JESSIE J**
Address: **752 REYNOLDS AVE**
City, State, Zip: **PRICHARD, AL 36610**
Group Number: **1665** Item # **20**

Lot Description: **ALL OF LOT 114 GULF FIELD W OF INTERSTATE HWY 10 ACC TO PLAT THEREOF REC MBK 6 PP 291-2 OF THE RECS IN THE OFC OF THE JUDGE OF PROBATE MOBILE CO AL #SEC 52 T5S R1W #MP32 01 52 0 005 (32 01 52 0 005 003.XXX) 1357 GULF FIELD DR**

Nuisance Date: 6/17/2025 Posting Date: 7/15/2025 Hearing Date: 7/22/2025
Date lot was cut: 8/8/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,234	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 216.00

Shelia Dean
SECRETARY
Marchetta Jacke
INSPECTOR
Harry Jackson
SUPERVISOR

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

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

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

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1665** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

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

Adopted:

City Clerk

FIREFIGHTER

OF THE MONTH

William C. Mobley

The Mobile Fire-Rescue Department (MFRD) is proud to honor Fire Service Driver William C. Mobley as the Firefighter of the Month for July 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

July 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

BARRY N. GLISSON
INTERIM FIRE CHIEF

WILLIAM S. STIMPSON
MAYOR, CITY OF MOBILE

Email address	michael.breckenridge@cityofmobile.org
Name of Nominee	William C. Mobley
Rank of Nominee	Driver
Assignment of Nominee	Engine 14
Date of Incident	Jun 21, 2025
Incident Number	F2506210073
Type of Award being requested	Employee of the Month
Summary of Incident / Action	E22 was dispatched for a stroke and arrived to find FF Mobley in the back of a grocery store with an elderly woman. According to the son of the elderly woman FF Mobley, who was off duty, saw the woman pass out while shopping and then proceeded to pick her up and carry her to the back of the store where she was able to regain consciousness. FF Mobley then activated the 9-1-1 process and performed a stroke assessment and remained with the woman until E22 and R22 arrived. In a world where a lot of people might have turned a blind eye FF Mobley even though he was off duty decided to help a stranger in a time of need.
Name of Originator	Michael Breckenridge
Rank of Originator	Captain
Assignment of Originator	Engine 22
I certify that the fact contained in the summery are both known to me and are a matter of record.	Michael David Breckenridge

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These messages are not added in the [premium version](#).

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

July 2025 Firefighter of the Month – William C. Mobley (Emp #19151)

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

R E S O L U T I O N

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

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

Type of application: Lounge Retail Liquor Class I License

Submitted by: Poinse Bar and Lounge, LLC

Location: Poinse Bar and Lounge
1441 Navco Road
Mobile, AL 36605

Adopted:

City Clerk

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

Sponsored by: Mayor William S. Stimpson

WHEREAS, *Mayor Stimpson wishes to appropriate **\$1000.00** to P.L. Wilson Detachment, 447 Marine Corp League from District 8 Discretionary Fund (10041020 42080); and*

WHEREAS, *P.L. Wilson Detachment, 447 Marine Corp League*, 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 P.L. Wilson Detachment, 447 Marine Corp League, *will be used to support the Veterans Helping Veterans Car Show at Battleship Memorial Park.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to P.L. Wilson Detachment, 447 Marine Corp League, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 19 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 Trantex Transportation Products of Texas, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for 39 7ft x 6in x 3in speed cushions for Traffic Engineering.
CIP District 7 Traffic Calming

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$45,786.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>27904</u>	2025	(2060) TRAFFIC ENGINEERING	39 7FT X 6IN X 3IN TRAFFIC CUSHIONS FOR TRAFFIC ENGINEERING FOR DISTRICT 7 (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$45,786.00	<u>(297168)</u> <u>TRANTEX</u> <u>TRANSPORTATION</u> <u>PRODUCTS OF</u> <u>TEXAS, INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00027904-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#713-306-9943	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/22/25	297168				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER YOUR QUOTE QTE0011765 AND THE BUYBOARD CONTRACT 703-23		
	P/N 30M-50 SPEED CUSHION 7' X 6" W	39.00	1174.00000
	3" H-SC-070603-M (MUTCD) W/ANCHORS	EACH	
	& BOLTS BUYBOARD CONTRACT 703-23		45786.00
1	2000.80.00.0000.0000.0000.0000.47020.		
	E C0670 .CAPMATERLS.		45786.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	45786.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0670 .CAPMATERLS.	45786.00	1668.25

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027904-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved
--	---

Page 2

Vendor TRANTEX TRANSPORTATION PRODUCTS OF TEXAS 3310-D FRICK RD	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET
---	--

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	297168				TRAFFIC ENGINEERING

Account Account 2000.80.00.0000.0000.0000.0000.47020. CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN \$5000)	Amount Amount 45786.00	Remaining Budget Remaining Budget 1479760.77
---	------------------------------	--

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

Activity	Date	Clerk	Comment
Approved	07/23/25	ADAM SPENCE	Auto approved by: 91054000
Approved	07/23/25	JENNIFER WHITE	
Approved	07/23/25	BRENDA RHODES	
Approved	07/23/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/23/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/14/25	SANDRA LEWIS	
Approved	08/14/25	DONALD ROSE	Auto approved by: 910518227
Approved	08/14/25	SANDRA LEWIS	
Approved	08/14/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/14/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	08/14/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/14/25	ANNE FOLEY	Auto approved by: 910518227
Approved	08/14/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

April 20, 2025

Sent via email to: nick@trantexinc.com

Nick Gonzales
Trantex Transportation Products of Texas Inc.
3310-D Frick Rd
Houston, TX 77086

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 703-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 703-23, for which the current term is set to expire May 31, 2025. At this time, the BuyBoard is renewing your contract through May 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at jim.tulberg@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Updated contract pricing information can be sent to: contractadmin@buyboard.com.

If you have questions or comments concerning this renewal, please contact me as soon as possible at jim.tulberg@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

Final renewal v.02.17.2025

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



**Project No. STPMB-4918(252) Intersection Improvements-
Congestion Management Process (Signal Equipment and
Updating Signal Timing) on CR-56 (Airport Blvd) From
Hillcrest Road to University Blvd**

&

**Project No. STPMB-4920(251) Intersection Improvements-
Congestion Management Process (Signal Equipment and
Updating Signal Timing) on CR-56 (Airport Blvd) From Cody
Road to Hillcrest Road**

For

The City of Mobile

February 2025

Prepared by



5 Dauphin Street
Suite 200
Mobile, AL 36602
(251) 471-2000
www.neel-schaffer.com

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ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor South Tower, until 2:30 P.M. local time, May 21, 2025 and then publicly opened and read in the Government Plaza Atrium, Ground Floor, for constructing:

Project Name: Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timings) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road.
Project No: STPMB-4918(252) & STPMB-4920(251)
Project Description: Traffic Signal Upgrades

Plans & contract documents may be obtained from the office of *Neel-Schaffer, Inc., 5 Dauphin Street, Suite 200, Mobile, Alabama 36602* upon payment of \$ 25.00. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 2:30 P.M. on May 19, 2025.

A Mandatory Pre-Bid Conference will be held at City Traffic Engineering Department, 852 Gayle Street, Mobile, Alabama, on May 14, 2025 at 10:00 A.M. Significant items related to the proposed construction will be explained. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, Post Office Box 1827, Mobile Alabama 36633; "Bid for completion of Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road, Federal Aid Project No. STPMB-4918(252) & STPMB-4920(251), in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES APRIL 23, APRIL 30, AND MAY 7, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **A City of Mobile Subcontracting Plan must be submitted with the bid documents.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive calendar days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a

penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside: "Bid for completion of Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road, Federal Aid Project No. STPMB-4918(252) & STPMB-4920(251), in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date.

The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to obtain and/or meet permitting requirements specific to a project; to complete Contracts of a similar nature; or a Bidder who is not, in the judgement of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the

Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and to maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

EXCEPTIONS TO BID CONDITIONS AND SPECIFICATIONS

Project No: STPMB-4918(252) & STPMB-4920(251)

Traffic Signal Upgrades

Intersection Improvements-Congestion Management Process (Signal Equipment & Updating Signal Timings) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd from Cody Road to Hillcrest

An ending date of 1 year after jobs are completed must be added to the contract Indemnification.

"Indemnity obligations shall terminate at the end of the 1-year warranty period for each job."

Company Name – Bagby & Russell Electric Co., Inc.



President

Richard A Russell

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 5-21-25

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications as proposed by City of Mobile Engineering Department and the drawings, as prepared by *Neel-Schaffer, Inc.*, for the City Engineer, as well as the premises and the conditions affecting the work to be performed:

Project Name: Intersection Improvements-Congestion Management Process (Signal Equipment and Updaing Signal Timings) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road
Project No: STPMB-4918(252) & STPMB-4920(251)
Project Description: Traffic Signal Upgrades
Major work items include: Traffic Signal Equipment

The Bidder further agrees to construct the improvements in 150 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to *Neel-Schaffer, Inc., 5 Dauphin Street, Suite 200, Mobile, Alabama 36602*. In order to receive consideration, the request must be received before 2:30 PM on May 19, 2025. Any such interpretation and any supplemental instructions will be mailed or delivered to all prospective bidders.

FEDERAL AID PROJECT NO. STPMB-4918(252) & STPMB-4920(251)

Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road

The following items shall be constructed in accordance with the 2022 Alabama Department of Transportation Standard Specifications for Highway Construction, except as modified in this contract:

Notes:

1. The following unit prices shall include all labor, materials, equipment, rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.
3. All items shall conform to the 2022 ALDOT Standard Specifications for Highway Construction or as amended by the Supplemental Specifications enclosed herein.

Base Bid

ITEM NO.	APPROXIMATE QUANTITY			ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
	STPMB-4918(252)	STPMB-4920(251)	TOTAL			
600A-000	0.5	0.5	1	Mobilization For <u>EIGHTY THOUSAND, SIX HUNDRED SIXTY-SEVEN</u> Dollars And <u>THIRTY</u> Cents per LUMP SUM	\$ 80,667.30	= \$80,667.30
654A-000	110	110	220	Solid Sodding For <u>SEVEN</u> Dollars And <u>THIRTY-FIVE</u> Cents per SQUARE YARD	\$ 7.35	= \$ 1,617.00
655J-002	1500	1500	3000	Silt Fence For <u>FOUR</u> Dollars And <u>TWENTY</u> Cents per LINEAR FOOT	\$ 4.20	= \$ 12,600.00
665O001	1500	1500	3000	Silt Fence Removal For <u>ONE</u> Dollars And <u>FIFTY-EIGHT</u> Cents per LINEAR FOOT	\$ 1.58	= \$ 4,740.00
665Q-002	750	750	1500	Wattle For <u>NINE</u> Dollars And <u>NINETY-EIGHT</u> Cents per LINEAR FOOT	\$ 9.98	= \$ 14,970.00
674A-000	1700	1700	3400	Construction Safety Fence For <u>THREE</u> Dollars And <u>FIFTEEN</u> Cents per LINEAR FOOT	\$ 3.15	= \$ 10,710.00
729A-005	0	1800	1800	Fiber Optic Trunk Cable, 96F For <u>SIX</u> Dollars And <u>FORTY-FIVE</u> Cents per LINEAR FOOT	\$ 6.45	= \$ 11,610.00
729A-101	0	775	775	Fiber Optic Drop Cable, 12F For <u>ELEVEN</u> Dollars And <u>SIXTY-THREE</u> Cents per LINEAR FOOT	\$ 11.63	= \$ 9,013.25
729B-010	0	1	1	Fiber Distribution Unit, Secondary For <u>ONE THOUSAND, ONE HUNDRED FORTY</u> Dollars And <u>THIRTY</u> Cents per EACH	\$ 1,140.30	= \$ 1,140.30
729C-020	0	1	1	Network Device, Type C (FMES) For <u>FOUR THOUSAND, FOUR HUNDRED</u> Dollars And <u>FIFTY-FIVE</u> Cents per EACH	\$ 4,400.55	= \$ 4,400.55
729K-080	0	1	1	Electrical Power Service (Disconnect Only) For <u>TWO THOUSAND, ONE HUNDRED</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 2,100.00	= \$ 2,100.00
729N-000	0	4	4	Miscellaneous Infrastructure, Fusion Splicing For <u>EIGHTY</u> Dollars And <u>EIGHTY-FIVE</u> Cents per EACH	\$ 80.85	= \$ 323.40

FEDERAL AID PROJECT NO. STPMB-4918(252) & STPMB-4920(251)

Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road

APPROXIMATE QUANTITY						
ITEM NO.	STPMB-4918(252)	STPMB-4920(251)	TOTAL	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
729N-111	0	1	1	Miscellaneous Infrastructure, Splice Closure, Underground, 12 Fiber For <u>ONE THOUSAND, EIGHTY-FOUR</u> Dollars And <u>SIXTY-FIVE</u> Cents per EACH	\$ 1,084.65	= \$ 1,084.65
729N-117	0	2	2	Miscellaneous Infrastructure, Splice Closure, Underground, 96 Fiber For <u>ONE THOUSAND, ONE HUNDRED EIGHTY-NINE</u> Dollars And <u>SIXTY-FIVE</u> Cents per EACH	\$ 1,189.65	= \$ 2,379.30
729N-302	0	1	1	Miscellaneous Infrastructure, Commbox, Type F2 For <u>FIVE THOUSAND, EIGHT HUNDRED NINETY-SIX</u> Dollars And <u>EIGHTY</u> Cents per EACH	\$ 5,896.80	= \$ 5,896.80
729N-500	0	10	10	Miscellaneous Infrastructure, Fiber Marker Post For <u>ONE HUNDRED THIRTY SIX</u> Dollars And <u>FIFTY</u> Cents per EACH	\$ 136.50	= \$ 1,365.00
729N-600	2	1	3	Miscellaneous Infrastructure, Uninterruptable Power Supply System For <u>TWENTY-FOUR THOUSAND, TWO HUNDRED THIRTEEN</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 24,213.00	= \$ 72,639.00
730A-012	0	1	1	Removal of Existing Traffic Control Unit (Partial) (Airport & Cody) For <u>EIGHT THOUSAND, EIGHT HUNDRED FORTY SIX</u> Dollars And <u>TWENTY-FIVE</u> Cents per EACH	\$ 8,846.25	= \$ 8,846.25
730A-013	0	1	1	Removal of Existing Traffic Control Unit (Partial) (Airport & Foreman) For <u>TEN THOUSAND, ONE HUNDRED EIGHTY-FIVE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 10,185.00	= \$ 10,185.00
730A-014	0	1	1	Removal of Existing Traffic Control Unit (Partial) (Airport & Providence Hospital) For <u>SEVEN THOUSAND, SEVEN HUNDRED SEVENTY</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 7,770.00	= \$ 7,770.00
730A-015	0	1	1	Removal of Existing Traffic Control Unit (Partial) (Airport & Walmart Market) For <u>FIVE THOUSAND, NINE HUNDRED EIGHTY-FIVE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 5,985.00	= \$ 5,985.00
730A-016	1	0	1	Removal of Existing Traffic Control Unit (Partial) (Airport & Hillcrest) For <u>THIRTEEN THOUSAND, TWO HUNDRED THIRTY</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 13,230.00	= \$ 13,230.00
730A-017	1	0	1	Removal of Existing Traffic Control Unit (Partial) (Airport & Hillview) For <u>FIVE THOUSAND, ONE HUNDRED FORTY-FIVE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 5,145.00	= \$ 5,145.00
730A-018	1	0	1	Removal of Existing Traffic Control Unit (Partial) (Airport & McNeil) For <u>NINE THOUSAND, FIVE HUNDRED FIFTY-FIVE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 9,555.00	= \$ 9,555.00
730A-019	1	0	1	Removal of Existing Traffic Control Unit (Partial) (Airport & Pinemont) For <u>FIVE THOUSAND, SEVEN HUNDRED SEVENTY-FIVE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 5,775.00	= \$ 5,775.00
730A-020	1	0	1	Removal of Existing Traffic Control Unit (Partial) (Airport & General Bullard) For <u>FIVE THOUSAND, ONE HUNDRED FORTY-FIVE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 5,145.00	= \$ 5,145.00

FEDERAL AID PROJECT NO. STPMB-4918(252) & STPMB-4920(251)

Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road

APPROXIMATE QUANTITY				ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
ITEM NO.	STPMB-4918(252)	STPMB-4920(251)	TOTAL			
730A-021	1	0	1	Removal of Existing Traffic Control Unit (Partial) (Airport & University) For <u>FIVE THOUSAND, SEVEN HUNDRED SEVENTY FIVE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 5,775.00	= \$ 5,775.00
730C-000	0	1	1	Furnishing and Installing Traffic Control Unit (Airport & Cody) For <u>SIXTY-TWO THOUSAND, ONE HUNDRED THIRTY ONE</u> Dollars And <u>SIXTY-FIVE</u> Cents per LUMP SUM	\$ 62,131.65	= \$ 62,131.65
730C-001	0	1	1	Furnishing and Installing Traffic Control Unit (Airport & Foreman) For <u>FIFTY-SEVEN THOUSAND, EIGHT HUNDRED NINETY THREE</u> Dollars And <u>EIGHTY-FIVE</u> Cents per LUMP SUM	\$ 57,893.85	= \$ 57,893.85
730C-002	0	1	1	Furnishing and Installing Traffic Control Unit (Airport & Providence Hospital) For <u>SEVENTEEN THOUSAND, SEVEN HUNDRED EIGHTY-SEVEN</u> Dollars And <u>ZERO</u> Cents per LUMP SUM	\$ 17,787.00	= \$ 17,787.00
730C-003	0	1	1	Furnishing and Installing Traffic Control Unit (Airport & Walmart Market) For <u>EIGHT THOUSAND, NINE HUNDRED FOURTEEN</u> Dollars And <u>FIFTY</u> Cents per LUMP SUM	\$ 8,914.50	= \$ 8,914.50
730C-004	1	0	1	Furnishing and Installing Traffic Control Unit (Airport & Hillcrest) For <u>FORTY ONE THOUSAND, THREE HUNDRED FIFTY SIX</u> Dollars And <u>THIRTY-FIVE</u> Cents per LUMP SUM	\$ 41,356.35	= \$ 41,356.35
730C-005	1	0	1	Furnishing and Installing Traffic Control Unit (Airport & Hillview) For <u>SEVENTEEN THOUSAND, FIVE HUNDRED FORTY-FIVE</u> Dollars And <u>FIFTY</u> Cents per LUMP SUM	\$ 17,545.50	= \$ 17,545.50
730C-006	1	0	1	Furnishing and Installing Traffic Control Unit (Airport & McNeil) For <u>THIRTY THOUSAND, ELEVEN</u> Dollars And <u>TEN</u> Cents per LUMP SUM	\$ 30,011.10	= \$ 30,011.10
730C-007	1	0	1	Furnishing and Installing Traffic Control Unit (Airport & Pinemont) For <u>SIXTEEN THOUSAND, EIGHTY-THREE</u> Dollars And <u>NINETY</u> Cents per LUMP SUM	\$ 16,083.90	= \$ 16,083.90
730C-008	1	0	1	Furnishing and Installing Traffic Control Unit (Airport & General Bullard) For <u>FIFTEEN THOUSAND, TWO HUNDRED FIFTY-TWO</u> Dollars And <u>THIRTY</u> Cents per LUMP SUM	\$ 15,252.30	= \$ 15,252.30
730C-009	1	0	1	Furnishing and Installing Traffic Control Unit (Airport & University) For <u>SEVENTEEN THOUSAND, ONE HUNDRED</u> Dollars And <u>THIRTY</u> Cents per LUMP SUM	\$ 17,100.30	= \$ 17,100.30
730K-002	4	2	6	Traffic Signal Junction Box, Type S2 For <u>ONE THOUSAND, EIGHT HUNDRED NINETY</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 1,890.00	= \$ 11,340.00
730L-002	0	55	55	1", Metallic, Conduit For <u>TWENTY-SIX</u> Dollars And <u>TWENTY-FIVE</u> Cents per LINEAR FOOT	\$ 26.25	= \$ 1,443.75
730L-003	0	150	150	1", Non Metallic, Conduit For <u>FIFTEEN</u> Dollars And <u>SEVENTY-FIVE</u> Cents per LINEAR FOOT	\$ 15.75	= \$ 2,362.50

FEDERAL AID PROJECT NO. STPMB-4918(252) & STPMB-4920(251)

Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road

APPROXIMATE QUANTITY						
ITEM NO.	STPMB-4918(252)	STPMB-4920(251)	TOTAL	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
730L-005	245	285	530	2", Non Metallic, Conduit For <u>SEVENTY-FOUR</u> Dollars And <u>ZERO</u> Cents per LINEAR FOOT	\$ 74.00	= \$ 39,220.00
730P-022	4	4	8	Vehicular Signal Head, 12 Inch, 3 Section, Type LED For <u>ONE THOUSAND, FOUR HUNDRED TWENTY-TWO</u> Dollars And <u>SEVENTY-SEVEN</u> Cents per EACH	\$ 1,422.77	= \$ 11,382.00
730P-023	4	4	8	Vehicular Signal Head, 12 Inch, 4 Section, Type LED For <u>ONE THOUSAND, SIX HUNDRED SEVENTY-FOUR</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 1,674.75	= \$ 13,398.00
730Q-020	73	42	115	Miscellaneous Equipment, Backplate for Existing Vehicular Signalhead, 3 Section For <u>FOUR HUNDRED FIFTY-SEVEN</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 457.00	= \$ 52,555.00
730Q-021	4	8	12	Miscellaneous Equipment, Backplate for Existing Vehicular Signalhead, 4 Section For <u>FOUR HUNDRED EIGHTY-NINE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 489.00	= \$ 5,868.00
730Q-022	2	0	2	Miscellaneous Equipment, Backplate for Existing Vehicular Signalhead, 5 Section For <u>FIVE HUNDRED FIFTY-TWO</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 552.00	= \$ 1,104.00
730R-041	6	4	10	Controller Assembly, Type NEMA, 16 Channels For <u>THIRTY ONE THOUSAND, FIVE HUNDRED NINETY-NINE</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 31,599.75	= \$ 315,997.50
730U-015	0	1	1	Video Detection System (Airport & Cody) For <u>THIRTY-TWO THOUSAND, THREE HUNDRED NINETY-TWO</u> Dollars And <u>FIFTY</u> Cents per EACH	\$ 32,392.50	= \$ 32,392.50
730U-016	0	1	1	Video Detection System (Airport & Foreman) For <u>TWENTY-NINE THOUSAND, SEVENTY-NINE</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 29,079.75	= \$ 29,079.75
730U-017	0	1	1	Video Detection System (Airport & Providence Hospital) For <u>TWENTY-NINE THOUSAND, SIXTEEN</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 29,016.75	= \$ 29,016.75
730U-018	0	1	1	Video Detection System (Airport & Walmart Market) For <u>TWENTY-NINE THOUSAND, TWENTY-SEVEN</u> Dollars And <u>TWENTY-FIVE</u> Cents per EACH	\$ 29,027.25	= \$ 29,027.25
730U-019	1	0	1	Video Detection System (Airport & Hillcrest) For <u>THIRTY-ONE THOUSAND, EIGHT HUNDRED TWENTY</u> Dollars And <u>TWENTY-FIVE</u> Cents per EACH	\$ 31,820.25	= \$ 31,820.25
730U-020	1	0	1	Video Detection System (Airport & Hillview) For <u>TWENTY-NINE THOUSAND, TWO HUNDRED TWENTY-SIX</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 29,226.75	= \$ 29,226.75
730U-021	1	0	1	Video Detection System (Airport & McNeil) For <u>TWENTY-NINE THOUSAND, TWO HUNDRED TWENTY-SIX</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 29,226.75	= \$ 29,226.75

FEDERAL AID PROJECT NO. STPMB-4918(252) & STPMB-4920(251)

Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road

APPROXIMATE QUANTITY				ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
ITEM NO.	STPMB-4918(252)	STPMB-4920(251)	TOTAL			
730U-022	1	0	1	Video Detection System (Airport & Pinemont) For <u>TWENTY-NINE THOUSAND, FOUR HUNDRED THIRTY-NINE</u> Dollars And <u>NINETY</u> Cents per EACH	\$ 29,439.90	= \$ 29,439.90
730U-023	1	0	1	Video Detection System (Airport & General Bullard) For <u>TWENTY-NINE THOUSAND, TWO HUNDRED TWENTY-SIX</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 29,226.75	= \$ 29,226.75
730U-024	1	0	1	Video Detection System (Airport & University) For <u>THIRTY-THREE THOUSAND, SIX HUNDRED THIRTY-SIX</u> Dollars And <u>SEVENTY-FIVE</u> Cents per EACH	\$ 33,636.75	= \$ 33,636.75
730Y-601	1	0	1	Furnishing and Installing Pedestal Pole and Foundation with Pedestrian Signal Features (Airport & Hillcrest) For <u>TEN THOUSAND, TWENTY-SEVEN</u> Dollars And <u>FIFTY</u> Cents per LUMP SUM	\$ 10,027.50	= \$ 10,027.50
730Y-602	1	0	1	Furnishing and Installing Pedestal Pole and Foundation with Pedestrian Signal Features (Airport & McNeil) For <u>TEN THOUSAND, TWENTY-SEVEN</u> Dollars And <u>FIFTY</u> Cents per LUMP SUM	\$ 10,027.50	= \$ 10,027.50
734U-100	0	2	2	Power Source For <u>FOUR THOUSAND, TWO HUNDRED</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 4,200.00	= \$ 8,400.00
740B-000	405	405	810	Construction Signs For <u>ELEVEN</u> Dollars And <u>SEVENTY-NINE</u> Cents per SQUARE FOOT	\$ 11.79	= \$ 9,549.90
740D-000	75	75	150	Channelizing Drums For <u>SIXTY-TWO</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 62.00	= \$ 9,300.00
742A-001	2	2	4	Portable Changeable Message Sign, Type 2 For <u>SIX THOUSAND, SIX HUNDRED FIFTY-THREE</u> Dollars And <u>ZERO</u> Cents per EACH	\$ 6,653.00	= \$ 26,612.00
745A-000	60	60	120	Uniformed Police Officer For <u>SEVENTY</u> Dollars And <u>ZERO</u> Cents per HOUR	\$ 70.00	= \$ 8,400.00
756A-026	0	2050	2050	3" Electrical Conduit, 2 Line, Type 5 Installation For <u>EIGHTY-FOUR</u> Dollars And <u>ZERO</u> Cents per LINEAR FOOT	\$ 84.00	= \$ 172,200.00
TOTAL BASE BID = \$					1,610,025.30	

TOTAL PROJECT BID

Total (All Items Listed in Proposal) \$1,610,025.30

Written in words one million, six hundred ten thousand, twenty-five dollars and thirty cents

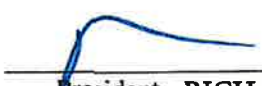
Number of working days to complete project 150 Base Bid

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder BAGBY & RUSSELL ELECTRIC CO., INC.
(If a Corporation)

K
By 
President - RICHARD A RUSSELL

Business 5500 PLANTATION RD
Address THEODRE, AL 36582

Secretary

Business
Address _____

Treasurer

Business
Address _____

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: 
Secretary - Arthur Welsh

ALABAMA - 16370
State License Number

Corporate Seal

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1.) Withholding monthly progress payments;
- (2.) Assessing sanctions; and/or
- (3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of \$10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

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

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26, "Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS / ☒ / HAS NOT / ☐ /

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS / ☒ / HAS NOT / ☐ /

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

BAGBY & RUSSELL ELECTRIC CO., INC.

(Partnership, Joint Venture, Corporation or Individual)

By: 

(Signature of Officer or Individual, as applicable)

RICHARD A RUSSELL - PRESIDENT

By: _____

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

20th day of May, 2025.


NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Bagby & Russell Electric Company, Inc.
(Name of Contractor)
5500 Plantation Road, Theodore, AL 36582
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
4200 Six Forks Road, Suite 1400, Raleigh, NC 27609
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Oblige, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road, Federal Aid Project No. STPMB-4918(252) & STPMB-4920(251).

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered May 21, 2025 (Date)
Bagby & Russell Electric Company, Inc.
By: Richard A. Russell - President (Contracting Firm)

Witness as to Principal By: M. J. Hayt (SEAL)

Harco National Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

Billie Jo Sanders
Billie Jo Sanders, Attorney-in-Fact
By: Billie Jo Sanders
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # Bid Bond

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MILTON A. KOPF, THOMAS J. GENTILE, JOSHUA PRICE, LYDIA NATIONS, RENEE ELLIS, BILLIE JO SANDERS, PAUL B. SCOTT, JR., DAVID J. DURDEN

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 21, 2025

A00744

Irene Martins, Assistant Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we BAGBY & RUSSELL ELECTRIC CO., INC.
_____ as Principal and Harco National Insurance Company

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million, Six Hundred Ten Thousand, Twenty Five & 30/100 ----- Dollars (\$ 1,610,025.30) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2025 (hereinafter called the Contract) for Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road, Federal Aid Project No. STPMB-4918(252) & STPMB-4920(251) which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

BAGBY & RUSSELL ELECTRIC CO., INC.
(Corporate Name)

BY: [Signature]
(Signature) - Richard A. Russell

ITS: President
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Witness

Harco National Insurance Company
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Connie Smith, Witness
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we BAGBY & RUSSELL ELECTRIC CO., INC.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Harco National Insurance Company

4200 Six Forks Road, Suite 1400, Raleigh, NC 27609

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million, Six Hundred Ten Thousand, Twenty Five and 30/100 dollars (\$ 1,610,025.30), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2021, entered into a Contract with the Owner for Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road, Federal Aid Project No. STPMB-4918(252) & STPMB-4920(251) which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2025.

Individual Principals sign here

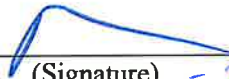
_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

BAGBY & RUSSELL ELECTRIC CO., INC.
(Corporate Name)

BY: 
(Signature) - Richard A. Russell

ITS: President
(Title)

ATTEST:


(Signature)

ITS: Witness

Harco National Insurance Company
(Surety sign here)(Corporate name)

BY: 
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST:


(Signature)

ITS: Connie Smith, Witness
(Title)

Corporate Seal

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0861152

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MILTON A. KOPF, THOMAS J. GENTILE, JOSHUA PRICE, LYDIA NATIONS, RENEE ELLIS, BILLIE JO SANDERS, PAUL B. SCOTT, JR., DAVID J. DURDEN

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

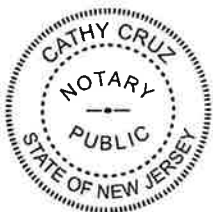
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00744

Irene Martins, Assistant Secretary

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the Contractor's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further municipal contracts.
5. Contractor will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.



BAGB&RU-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2025

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
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Zurich American Insurance Co. 16535
	INSURER B: Travelers Property Casualty Co 25674
	INSURER C: Transguard Insurance Company of America 28886
	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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO593896715	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EBL AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP593896815	2/1/2025	2/1/2026	\$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP-7R076893-25-NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
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	WC593896615	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented			IMP4000508-02	2/1/2025	2/1/2026	Limit 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Intersection Improvements- Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road, Federal Aid
Project No. STPMB-4918(252) & STPMB-4920(251)

The City of Mobile is named as additional insured on a primary & non contributory basis as respects General Liability, Automobile Liability, & Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, SEE ATTACHED ACORD 101

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
--	---

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: BAGB&RU-01

KCROSBY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY PGIS, LLC dba Turner Insurance & Bonding Co.		NAMED INSURED Bagby & Russell Electric Co., Inc. 5500 Plantation Rd. Theodore, AL 36582
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Umbrella Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

Waiver Of Subrogation (Blanket) Endorsement

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593896715	02/01/2025	02/01/2026	02/01/2025		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO593896715

Effective Date: 02/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance Condition** of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance Condition** under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896815	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section:**

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage Provision of the Physical Damage Coverage Section:**

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Notification to Others of Cancellation

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP593896815	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH COMPANY	30

All other terms and conditions of this policy remain unchanged.

Policy Number: BAP593896815

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/2025	Countersigned By: (Authorized Representative)
Named Insured: Bagby & Russell Electric Co.	

SCHEDULE

Name of Person(s) or Organization(s):

AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2025

Policy No. WC593896615

Endorsement No.

Insured

Bagby & Russell Electric Co.

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

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ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO593896715	02.01.2025	02.01.2026	02.01.2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**1. Alternate Employer**

AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

Address**2. State of Special or Temporary Employment**

AL

3. Contract or Project

ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2025**
Endorsement Exp: **02/01/2026**
Insured **Bagby & Russell Electric Co.**

Policy No. **WC593896615**

Endorsement No. **001**
Premium \$ **INCL**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.
 - (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City

Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection and safety of the work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation.

Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction,

requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site.
Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to**

provide necessary documentation explaining such experience before permission to accomplish work is granted.

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. OMITTED.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing

landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. OMITTED.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
49. OMITTED.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 424A Superpave Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

THIS AGREEMENT ("Agreement") is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and Besby & Russell Electric Company, INC, (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at 5500 Plantation Rd, Theodore, AL.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Intersection Improvements-Congestion Management Process (Signal Equipment and Updaing Signal Timings) on CR-56 (Airport Blvd) From Hillcrest Road to University Blvd & Intersection Improvements-Congestion Management Process (Signal Equipment and Updating Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest Road

Project No: STPMB-4918(252) & STPMB-4920(251)

Project Description: Traffic Signal Upgrades

Major work items include: Traffic Signal Equipment

Federal Aid Project Number **STPMB-4918 & STPMB-4920**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 1,610,025.30) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:

(2) Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:

(3) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(4) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(5) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an

acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(6) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(7) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the CITY TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **NEEL-SCHAFFER, INC.**

LOCAL PUBLIC AGENCY (LPA):

(9) Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(10) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(11) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(12) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(13) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY TRAFFIC ENGINEER.

WAGE SCALE:

(14) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(15) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(16) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY TRAFFIC ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(17) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(18) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(19) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may

be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(20) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(21) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(22) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(23) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(24) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(27) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

(28) By signing this contract, the CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

NONDISCRIMINATION CLAUSE:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the Contractor by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____
CITY CLERK

CITY OF MOBILE

BY: _____
ITS MAYOR

WITNESSES:

CONTRACTOR:

_____ AN INDIVIDUAL

Bagby & Russell Electric Co Inc.
CONTRACTOR: (IF CORPORATION)

ATTEST:

My J Hant
ITS SECRETARY

7-7-25
DATE

BY: [Signature]
ITS President - Richard A. Russell
Corporate Seal

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number: STPMB-4918(252) & STPMB-4920(251)

County: MOBILE

Contractor: BAGBY & RUSSELL ELECTRIC CO., INC.

Mailing Address: 5500 PLANTATION ROAD THEODRE AL 36582
Street City State Zip

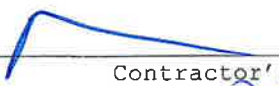
Telephone Number: 251-344-5987
A.C.

Employer Identification Number: 63-0942738

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$ 1,610,025.30

Estimated Starting Date: _____ Estimated Completion Date: _____

Signed:  - Richard A. Russell Date: 7-7-25
Contractor's Representative
President

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

ITEM X

SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. **SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:**

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. **SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION (A-2-4 OR BETTER)*, SUB-SECTION 210.09 *METHOD OF MEASUREMENT* SHALL BE REPLACED WITH THE FOLLOWING:**

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. **OMITTED**

6. OMITTED

7. SECTION 620, PAY ITEM 620-A MINOR STRUCTURE CONCRETE, SUB-SECTION 620.05 BASIS OF PAYMENT SHALL BE MODIFIED AS FOLLOWS:

Delete the following portion from the first sentence of the paragraph:

“except reinforcing steel.”

Replace it with the following:

“including reinforcing steel.”

8. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A SOLID SODDING:

654A

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

10. OMIT

11. OMITTED

SPECIAL PROVISIONS
PROJECT No. STPMB-4920 & STPMB-4918
THE CITY OF MOBILE
MOBILE, ALABAMA

The following Special Provisions are supplementary requirements and amendments to the 2022 Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first three Special Provisions listed below shall take precedence over the remaining Special Provisions.

<u>S.P. CODE</u>	<u>SPECIAL PROVISION</u>
FHWA-1273	Form FHWA-1273-Revised October 23, 2023
22-LPA-001	General Provisions for Projects let by LPA (with prequalification)
22-LPA-002	Acceptance for Projects let by LPA
22-WR0049(4)	Davis Bacon Wage Rates
22-FH0002	Title VI Assurance
22-FH0003	Non-Discrimination Statutes and Authorities
22-FH0004	Special Training Responsibilities of Equal Employment Opportunity Requirements
22-FH0005	Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity
22-GA0010(2)	Work Performed and Progress Based Pay Items
22-GA0011	Oversize/Overweight Permit
22-GA0012	Intelligent Transportation Systems (ITS)
22-GA0013(2)	Roadway Signs
22-GA0016	Traffic Signal
22-GA0017	Electronic Submittals for Shop Drawings and Working Drawings
22-GA0027	Cement
22-GA0028	Build America Buy America
22-GA0036	Contractor's Advertisement of Completion
22-LD0001	Liquidated Damages

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of \$1,000,000. Project awards less than \$1,000,000.00 will not require ALDOT prequalification. For project awards in excess of \$1,000,000.00, proposal forms will only be issued to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("\$.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award be made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109

MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110 CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023

Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.**1. GENERAL.**

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will request NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars (\$100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

Superseded General Decision Number: AL20240164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.90	3%+9.41

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.20 **	0.00
FORM WORKER.....	\$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.55 **	0.00
IRONWORKER, REINFORCING.....	\$ 17.70 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.40	0.00
LABORER GRADE CHECKER.....	\$ 14.08 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.22 **	0.00
LABORER: Common or General.....	\$ 12.41 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.20 **	0.00
LABORER: Pipelayer.....	\$ 15.98 **	0.00
LABORER: Erosion Control.....	\$ 10.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.31 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.38 **	0.00
OPERATOR: Bulldozer.....	\$ 18.82	0.00
OPERATOR: Crane.....	\$ 25.82	0.00
OPERATOR: Drill.....	\$ 26.73	11.25
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
OPERATOR: Loader.....	\$ 17.45 **	0.00
OPERATOR: Material Transfer Vehicle.....	\$ 16.60 **	0.00

OPERATOR: Mechanic.....	\$ 19.16	0.00
OPERATOR: Milling Machine.....	\$ 15.79 **	0.00
OPERATOR: Oiler.....	\$ 16.83 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.54 **	0.00
OPERATOR: Roller.....	\$ 15.87 **	0.00
OPERATOR: Scraper.....	\$ 13.30 **	0.00
PAINTER (Brush and Roller).....	\$ 15.97 **	1.27
TRAFFIC CONTROL: Flagger.....	\$ 14.00 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 14.58 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.04 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.00 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.79 **	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.05 **	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 15.56 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.50 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporating of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of \$0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at \$0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements

(41 CFR 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

- year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

- employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans

(41 CFR 60-4.5)

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
 - (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

- (4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations

(41 CFR 60-4.2)

- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
 These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CFR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1**Goals & Timetables**

(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>FEMALE</u>		
Area Covered – Statewide		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	6.9%

<u>MINORITY</u>		
Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	24.9%

Area Covered – Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.6%

Area Covered – Russell County		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties		
<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	26.4%

Area Covered – Calhoun County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023

GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108 PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,

Days Charged = Number of days charged towards the completion of the work.

CT = Original Contract time. (Days)

TE = Number of days of time extension. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA₁ = Payments for Extra Work paid by Force Account. (Dollars)

AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)

PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "(WP + FA₁) / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.**(a) Days or Date of Time Extension.**

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when WP - EW is greater than OC - PBPI.)

Where,

TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)

CT = Original Contract time. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA₂ = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)

EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)

OC = Original Contract Amount. (Dollars)

PBPI₁ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600 MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680 GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT

(Partial Payments are a % of the Contract Amount for Geometric Controls)

TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT

(Partial Payments are a % of the Contract Amount for Geometric Controls)

TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698

CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

PBPI₂ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WP_{ce} - WP_{pe}) / (OC - PBPI₂)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1 st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,

CA = Amount of Cost Adjustment (Dollars)

P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)

CFI = Current Fuel Index (the current month's CFI is defined above)

BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to \$_____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 16, 2022

GASP No. 22-GA0011

EFFECTIVE DATE: April 1, 2022

SUBJECT: Oversize/Overweight Vehicle Permit.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(a) Oversize/Overweight Vehicle Permit.

Subarticle 105.12(a) shall be replaced with the following.

(a) Oversize/Overweight Vehicle Permit.

An Oversize/Overweight Vehicle Permit may be required for moving oversized and overweight loads. The ALDOT Vehicle Enforcement Office should be contacted for information on obtaining the permit and any special requirements (such as police escorts) for moving these loads. An annual permit for moving specific equipment on a construction project is available for purchase from the ALDOT Vehicle Enforcement Office.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 9, 2023

GASP No. 22-GA0012

EFFECTIVE DATE: June 1, 2023

SUBJECT: Intelligent Transportation Systems (ITS).

Alabama Standard Specifications, 2022 Edition, SECTION 729 and SECTION 893 shall be replaced by the following:

SECTION 729 INTELLIGENT TRANSPORTATION SYSTEMS

729.01 Description.

This Section shall cover the work of furnishing, installing and testing Intelligent Transportation Systems (ITS).

Descriptions and definitions of the equipment, words and terminology used in the furnishing and installing of Intelligent Transportation Systems (ITS) equipment are given in the Manual of Uniform Traffic Control Devices (MUTCD) and the publications of the Institute of Transportation Engineers (ITE), the National Electrical Manufacturers Association (NEMA), the National Fire Protection Association (NFPA), and the International Municipal Signal Association (IMSA).

729.02 Materials.

All materials furnished for use shall conform to the requirements given in **Section 893** and the requirements shown on the Plans, and/or listed on the Alabama Department of Transportation (ALDOT) "*Materials, Sources, and Devices with Special Acceptance Requirements Manual*" (MSDSAR). All furnished materials and equipment shall be new and free from defects. Existing equipment shall only be used if shown on the Plans to be re-used.

729.03 Construction Requirements.

(a) General.

ITS devices/equipment (i.e., cabinets, cameras, Dynamic Message Signs, Vehicle Detection Systems, etc.) shall NOT be mounted on structural members until erection or final placement of the structure (i.e., Overhead Sign Bridge, ITS Pole, etc.).

1. Drawings and Specifications.

Installations shall comply with the regulations of the latest edition of the National Electrical Code (NEC) (a.k.a. NFPA 70), the latest edition of the National Electrical Safety Code (NESC) (a.k.a. ANSI/IEEE C2), and local Utility regulations.

2. Material and Equipment Lists, Shop Drawing Approval.

Material and equipment listings shall be submitted to the Design Bureau's Traffic Engineering Division for approval within thirty (30) calendar days after the issuance of the "*Notice to Proceed*". Material and equipment lists shall include catalog cutouts or published data sheets and shall be completed on the Department's Material Submittal Form D-40. Material Submittal package(s) and Form D-40 shall be electronically completed and submitted in accordance with Traffic Engineering Division's procedures as outlined in the Form D-40 quick help guide and instruction documents. All components required for a complete system, sub-system and/or pay item shall be listed on the Form D-40 as defined in the form's instruction documents. Partial listings or incomplete shop drawings for any individual pay item, system, or sub-system will not be accepted for consideration and shall be returned for correction without review.

Any changes to the approved material and equipment lists must be requested in writing through proper channels.

If requested by the Engineer, the Contractor shall submit for inspection and approval samples of both the specified and proposed substitute items at no cost to the Department. The Department will not be liable for any equipment purchased or work done, or any delay incurred before such approval. Failure of the Engineer to note unsatisfactory equipment as received will not relieve the Contractor from responsibility.

Manufacturers' warranties and guaranties furnished on equipment used in the work shall be delivered to the Engineer; likewise, instruction sheets and parts lists shall be delivered to the Engineer upon receipt of the equipment.

Throughout the entire project, the same manufacturer shall make all units of any one item.

3. Supporting Structures and ITS Poles.

Supporting Structures and ITS Poles used for mounting the equipment shall conform to the requirements given in **Section 718** and **Section 891**.

Concrete ITS Pole with metal tenon extension shall be installed per the manufacturer's recommendations and as shown on the Plans.

4. As-Built Drawings.

The Contractor shall submit as-built documentation of work provided in accordance with this Specification upon completion of the Burn-In Period as required in **Sub-Article 729.03(s), "Burn-In"**. As-built submittal packages are to be neat, legible, and orderly. All electronic/digital copies shall be submitted via Department approved media. Except for standard bound materials, bind all letter-size (8.5 inch x 11 inch) documentation, including ledger-size (11 inch x 17 inch) drawings folded to letter-size (8.5 inch x 11 inch), in logical groupings in loose-leaf binders of 3-ring, plastic comb, or plastic coil/spiral type. All binders and media shall have typed labels affixed identifying its contents.

The following documents, at a minimum and as they are applicable, shall be included: [Contractor shall furnish at least two (2) sets of bound documentation.]

a. User/Operation Manual.

The Contractor shall furnish a manual containing detailed operating instructions for each different type or model of equipment.

The Contractor shall deliver two (2) hard copies and one (1) electronic searchable copy of each User/Operation Manual to the Engineer upon completion of the Project. The User/Operation Manuals shall be for the ITS electronic equipment and any software provided on the Project. The User/Operation Manuals should be grouped into the following ITS component areas: camera, VDS, network devices and other equipment.

b. Maintenance Procedures Manuals.

The Contractor shall furnish a manufacturer's manual containing detailed preventative and corrective maintenance procedures for each different type or model of equipment.

c. System Connection Diagrams.

The Contractor shall furnish diagrams showing the ITS site detailing the wiring between devices.

d. Drawings.

The Contractor shall furnish a corrected set of plans showing in detail all changes made during construction from the original plans. These corrected drawings shall also include: (a) schematic wiring/circuit diagrams; (b) cabinet wiring diagrams; (c) actual route location and depth of conduits, encasements and CommBoxes; and, (d) aerial cable route locations including poles and pole attachment heights (at a minimum). Cable and conduit route locations shall be collected in Department approved GPS format with a horizontal tolerance of ± 6 inches {15 cm} and a vertical tolerance of ± 12 inches {30 cm}. These readings for cable and conduit are to be taken every 50 feet {15 m} and at changes in direction unless otherwise directed by the Engineer. GPS readings shall also be taken at the top center of installed CommBoxes. Resulting field survey data shall be provided in an ESRI ArcGIS shapefile format and include any necessary descriptive fields. These corrected drawings and field survey shall be furnished as an electronic copy.

These corrected drawings should not be finalized for submittal until after all equipment and materials have been installed at their final location and a successful Acceptance Test has been completed.

Along with these corrected drawings, all testing documentation and test results as required within the Specification shall be included in the as-built submittal package.

e. ALDOT OSP Database Forms.

The Contractor shall provide the Department with completed Outside Plant (OSP) Database Forms which document fiber optic cable and ITS device installation information. These ALDOT forms should be supplied in PDF file format to the Contractor by the Engineer at the Pre-Construction meeting. These forms are to be printed and hand-completed by the appropriate technician (i.e. Fiber Optic Technician for fiber optic cables; and ITS Technician for ITS device/equipment) in the field at each site as corresponding form installation occurs, unless otherwise directed by the Engineer. The Engineer shall field verify submitted forms for accuracy; and then transmit acceptable forms to the Area Traffic Management Center Supervisor for OSP database entry. Copies of these forms should also be sent to Design Bureau's Traffic Design ITS Group for their records. If any data is missing or any questions regarding form entries are noted at data entry, the forms in question will be returned to the Contractor for corrective action. The Contractor must complete these forms and submit them in a timely manner for review and entry. Otherwise, the Acceptance Test and Burn-In will be subject to being held up.

5. Approved Intelligent Transportation System Devices and Materials.

Some materials and equipment required to be furnished under this Section will be standard production type products. Acceptance will be made by the Engineer based on selected confirmation tests, the manufacturer's certification of the materials and equipment, and visual inspection at the job site. Approved devices are shown on the Department's List VI ***"Approved Intelligent Transportation System Devices and Materials"***. Information concerning this list is given in Sub-Article 106.01(f), ***"Use of Materials with Special Acceptance Requirements"*** and ALDOT-355, ***"General Information Concerning Materials, Sources, and Devices with Special Acceptance Requirements"***.

6. Coordination of Work.

Coordination with roadway work and with bridgework shall be of prime importance to prevent undue damage to completed items of work and to existing facilities. Any damage to existing facilities caused by the installation of the material or equipment required under this Specification shall be repaired by the Contractor at no additional cost to the Department.

The Contractor shall field verify equipment locations with the Engineer prior to installation.

7. Restoration of Site.

During the installation of the underground systems, removal of brush, trees, fencing, and other obstructions within the right-of-way shall comply with **Section 201** and shall be paid for separately under that Section. Landscaping shall be restored to original or better condition if disturbed.

8. Excavating and Backfilling.

Excavation required for the installation and placement of conduits, foundations, CommBoxes, ITS poles and other appliance shall be performed in such manner as to cause the least possible injury to pavement, curbs or other improvements.

Trenches shall not be excavated wider than necessary for the proper installation of the required conduits, wires and/or fiber optic cables. Excavating shall not be performed until immediately before installation of conduit and other appliances. The material from the excavation shall be placed in a position where the least interference with the surface drainage will occur. Any trenches required for construction shall be backfilled the same day. Surplus excavated material shall be removed from the site the same day and disposed of by the Contractor, or as directed by the Engineer.

Compaction shall be accomplished to the extent necessary to prevent future settlement of the backfill.

The Contractor shall be required to restore any areas disturbed by his work to their original condition without additional cost to the Department.

9. License and Certifications.

The Contractor responsible for the performance of the work shall be licensed as a General Contractor authorized to perform electrical work by the Alabama State Licensing Board for General Contractors and in good standing.

At least one out of every three persons in each work crew shall be a Journeyman licensed by the Alabama Electrical Contractors Board and in good standing. Journeymen shall be present and shall

have direct involvement with all work required for the installation and operational testing of electrical materials and equipment.

The Contractor shall submit copies of the General Contractor license, Journeyman licenses and certifications to the Engineer as a part of the submittal of the list of materials proposed for installation. Work shall not begin on the installation of electrical materials or equipment until copies of the licenses and certifications have been approved by the Engineer.

Fiber Optic related work shall be completed by qualified Fiber Optic Technicians as defined in **Item 729.03(b)1 "Fiber Optic Technician Qualifications"**.

(b) Fiber Optic Cable.

The Contractor shall assemble and install all necessary material and equipment and furnish a working fiber optic cable as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

All optical fibers within each and every cable shall be usable and shall be 100% attenuation-tested by the manufacturer. The minimum information required within these attenuation testing results are defined in the materials section of this Specification (see **Item 893.02(a)6, "Quality Assurance and Packing"** for details on the "*cable reel data sheet*"). The cable reel data sheet shall be provided with each reel and affixed within the reel wrapping. When the cable reel is received from the manufacturer, a copy of the cable reel data sheet (a.k.a. "*manufacturer's certified test report*") along with any other shipping documentation shall be submitted to the Engineer. The cable reel tag is to be delivered to the Engineer upon its removal during cable installation. Once the documentation is no longer needed for their use, the Engineer should forward these items (or a copy) to the ALDOT Region TSM&O Engineer for their permanent records and for fiber optic database storage.

The Contractor shall insure fiber optic cable is stored in temperatures that meet the manufacturer's recommendations.

1. Fiber Optic Technician Qualifications.

The Fiber Optic Technician qualifications shall be submitted with the Material Submittal package for approval. The Contractor shall have the Engineer's approval of the Fiber Optic Technician's qualifications prior to commencing work. These technicians shall be in possession of their certification at all times and show this certification as often as asked by the Engineer. The Department reserves the right to revoke the approval of any technician not demonstrating the skill and knowledge to perform at accepted industry standards. Failure to provide proof to the Engineer will result in a stop work being placed upon fiber optic work until such a time that proof of meeting these Fiber Optic Technician Qualification requirements are met. Contract time will not be stopped if the Contractor is unable to provide adequate proof or qualified staff.

Only technicians that meet all these requirements shall perform fiber work including splicing, terminating fiber, and testing of fiber.

Technician performing fiber terminations, splicing, and testing shall have:

a. Education:

Attended and successfully completed at least one four (4) day class on installation of fiber optic products conducted by major manufacturer of fiber products or an accredited/approved firm or organization. The entity conducting the training, along with the class and materials, shall be current and accredited for certification by one of the following United States based certification organizations: Electronics Technicians Association (ETA), The Fiber Optic Association (FOA), or International Municipal Signal Association (IMSA). Fiber Optic Technicians shall maintain their certification and be in good standing with the applicable certification organization while performing such work on ALDOT projects. Technicians with expired or suspended certification shall not be allowed to conduct work.

b. Work History:

Technicians shall have a minimum of two (2) years of work experience with one year continuous for splicing, terminating and testing fiber optic cable. Work experience shall be within the last 5 years. The applicant shall submit a resume providing a summary of qualifications and a general description of professional experience, education and training in the fiber optic installation techniques (termination, splicing and testing). The applicant shall also provide a work record for

the previous two years detailing specific project, types of installations, testing and a customer reference for each project. The applicant should include as much additional detail as reasonable to facilitate approval.

2. Fiber Optics Material Installation.

It shall be the Contractor's responsibility to protect reeled fiber optic cable from vandals or other sources of possible damage while unattended. The sections of cable intended for duct installation are produced to meet specific length requirements. Any damage to the cable sections may require replacement of the entire section, at the discretion of the Engineer.

The Contractor shall be responsible for damage to the cable during handling and placing, and responsible for all cost to replace damaged fiber optic cable. The cable manufacturer's specifications regarding tensile strength, pulling capacity, and bending radius, etc. shall not be violated.

Whenever unreeled cable is placed on the pavement or surface above a manhole, the Contractor shall provide barricades or other means of preventing vehicular or pedestrian traffic through the area.

The "figure-eight" configuration shall be used when installing fiber optic cables. Fiber optic cable should not be coiled in a continuous direction except for lengths of 100 feet {30.5 m} or less. The preferred size for the "figure-eight" is about 25 feet {7.6 m} in length, with each loop 9 feet {2.7 m} to 14 feet {4.3 m} in diameter. Traffic cones spaced 10 feet {3.0 m} apart are useful guides during "figure-eighting". When "figure-eighting" long lengths of cable, care should be taken to relieve pressure on the cable at the crossover of the eight.

On projects where a fiber optic cable is to be mechanically or hand pulled, a "Pull Tape" as specified in **Sub-Article 893.10(d)** shall be factory or field installed within conduit for the purpose of attaching to, and the pulling of said cable. PULL ROPES NOT SPECIFICALLY DESIGNED FOR FIBER OPTIC AND ELECTRICAL CABLE INSTALLATION SHALL NOT BE USED ON ANY ALDOT PROJECT.

If a mechanical pulling machine is used, it shall be equipped with a monitored or recording tension meter. At no time shall the cable manufacturer's recommended maximum pulling tension be exceeded. The fiber optic cable's central strength member and aramid yard shall be attached directly to the pulling eye/pulling grip in accordance with the cable manufacturer's Standard Operation and Installation Procedures (SOP). Contractor shall use cable manufacturer approved pulling grips to ensure that the cable's optical and mechanical characteristics are not degraded during installation.

a. Installation and Standard Operation Plan.

i. Manufacturer's Operation and Installation Procedures.

The Contractor shall install in accordance with the cable manufacturer's Standard Operation and Installation Procedures (SOP). These procedures shall be provided upon the request of the Engineer.

ii. Contractor's Installation Plan.

The Contractor shall submit to the Engineer for approval a detailed installation plan for all fiber optic cable installed as part of this project. The Contractor shall have the Engineer's written approval prior to commencing any fiber optic cable installation.

This installation plan shall include all proposed end-to-end cable splice points which shall be in a CommBox that was already designated as a splice point. The Contractor will be required to limit the amount of splice points within the network and maximize the length of each cable run. Reel lengths and end-to-end cable splice points shall be submitted by the Contractor and approved by the Engineer prior to the ordering of the fiber optic cable.

b. Designated Cable Slack (Maintenance Coil).

Throughout the fiber optic cable installation, the Contractor shall be required to pull and store excess cable slack at designated intervals. The following lengths of slack cable shall be minimums used unless otherwise shown on the Plans:

CommBox with Splice Closure	75 ft. {23 m} per cable end
CommBox without Splice Closure	150 ft. {46 m} per cable
Pull Box	100 ft. {30 m}
ITS Cabinet/Controller Cabinet	10 ft. {3 m}
Hub Building	100 ft. {30 m}
TMC/Transportation Control Center (TCC) (OSP Entrance)	100 ft. {30 m}

c. Slack Storage.

The Contractor shall not leave slack cable lying free on the ground, bottom of a CommBox, bottom of a pull box, or floor of a Hub/TMC/TCC. Only during the actual pulling process will this be allowed. If channeling rack is not available on existing, the Contractor may leave slack upon approval of the Engineer.

d. Aerial Lashing.

Aerial cable shall be lashed to a separate stranded steel messenger wire within a Medium Density Polyethylene (MDPE) jacket. The fiber optic trunk cable shall not be lashed to messenger wire also used for signal heads or other similar items.

e. Riser Duct.

Riser duct shall be in accordance with RISER ASSEMBLY requirements within this Specification and as shown on the Plans.

3. Fiber Optic Cable Tag and Labeling.

a. General.

The Contractor shall label all fiber optic cabling with a unique identification in a permanent and consistent manner that is approved by the Engineer prior to installing fiber cable. The Engineer shall provide the Contractor with the identifications to be used. Fiber optic cable tag labels shall meet the material requirements within this Specification and as shown on the Plans. The Contractor shall provide these unique cable tag identifications on all test results or fiber related documents provided to the Engineer.

Metal or non-metal fiber optic cable tags are to be primarily used within CommBoxes, ITS Cabinets, and Hub Buildings. Special non-metal aerial fiber optic cable tag labels are to be used for aerial installations. Cable tag labels shall be affixed to the cable per the manufacturer's recommendations; and shall be affixed in a manner which will not cause damage to the fiber. Handwritten labels shall not be allowed.

The Contractor shall install cable tags within 1 foot {0.3 m} of each splice and/or termination point. Each tag label shall identify the cable type, fiber count, and each fiber optic cable origination and termination points (or next ITS site that the cable is connecting).

b. Aerial Fiber Cable Labeling.

Aerial fiber optic cable tags shall meet the material requirements within this Specification and as shown on the Plans.

Aerially-mounted fiber optic cable tags shall be placed at 500 ft. {152 m} increments linearly along the fiber optic cable path and shall be identifiable as ALDOT fiber when viewed from ground level.

A "proof check" sample, of quantity one, shall be produced and provided to the Engineer prior to procurement of the remaining units. The Contractor is required to obtain the Engineer's approval of the "proof check" sample prior to subsequent procurements by the Contractor. If the Contractor does not obtain approval prior to subsequent procurements, the Contractor assumes the risk of the aerial fiber optic cable tags being rejected even after installation. No payment shall be made to the Contractor if the aerial fiber optic tag is rejected.

4. Fiber Optic Testing.

The Contractor shall supply all equipment, materials and software necessary to perform the test as specified within the Specifications. Fiber optic testing shall be performed by certified Fiber Optic Technicians approved as specified within the Specifications.

Test for attenuation, decibel loss, shall be measured in dB/km. The Contractor required fiber tests shall be done by a certified Fiber Optic Technician in the presence of the Engineer or his/her designee.

a. Fiber Optic Test Methods.

i. Power/Light Meter Test.

A typical Power/Light Meter Test consists of the following steps/conditions:

- Connect the light source to the terminated fiber at the location identified by the Engineer. Connect a power meter to the other end of the fiber at the location identified by the Engineer. Record the results in accordance with standard industry practice and submit the test report to the Engineer.
- Use the light frequencies of 1310 nm and 1550 nm for single-mode unless otherwise directed by the Engineer.
- Perform the test bi-directionally.

A Project Inspector shall witness and approve the results before final acceptance by the Engineer.

ii. Optical Time Domain Reflectometer (OTDR) Test.

OTDR shall be used for fiber testing as a means of determining the integrity of the fiber strands. A launch cable of a length exceeding the "dead zone" of the OTDR or a factory "fiber box" of 246 feet {75 m} minimum with no splices within the box shall be used for testing with the OTDR. If a patch cable is utilized, the length of patch cable shall be stored on a fiber storage bobbin with a 5 inch {127 mm} minimum diameter. Termination of the fiber for testing shall be the factory fiber via "lab splice", mechanical splice, or fusion splice, bare fiber adapter, or mechanical termination. Supplemental patch cables and barrel connectors to transition between connector types shall not be allowed. The traces shall demonstrate dB/km loss not to exceed +3% of the factory test documentation that came with that reel of fiber or 1% of the cable's published production dB loss per km as specified within the Specifications plus the maximum OTDR error level as noted by the manufacturer of the OTDR (typically +2%). The OTDR should be calibrated to show anomalies of 0.1 dB minimum. When a "gainer" appears in an OTDR trace, that strand shall be bi-directionally tested. Each trace shall include the following data:

- The trace itself with a launch transition not to exceed 6 dB;
- *Measurement results* - cursor, marker, distance between cursor and marker, total loss between launch point and end of fiber, attenuation calculation in dB/km;
- *Cable information* - fiber identification (if not the filename), cable identification (reel number and manufacturer's identification reel number), OTDR location, end of fiber location, operator identification, date shot, time shot; and,
- *Set up parameters* - wavelength, pulse width, refractory index, range, and horizontal scale.

b. Fiber Optic Test Times (Milestones).

The following fiber optic testing times/milestones should be observed and/or documented to the satisfaction of the Engineer.

i. Manufacturer's On-Site Testing.

The cable manufacturer shall provide necessary documents to validate test equipment along with test results delivered and provide to the Engineer upon cable delivery.

ii. General Receiving Test.

The Contractor shall provide the ALDOT Region TSM&O Engineer the fiber cable manufacturer's OTDR test results and Power/Light Meter readings for each strand of outdoor fiber (i.e., trunk, drop, aerial, and armored) prior to performing the fiber optic cable receiving test.

Prior to any work, the Contractor shall certify to the Engineer that any and all fiber optic cable that is to be used on said project has been delivered to the work site and/or the Contractor's storage facility and meets the requirements as specified within the Specifications and was

undamaged during shipping. Compliance with this requirement shall be accomplished in the following manner.

The Contractor is recommended to OTDR test each fiber strand per loose tube on each reel of cable 14 days prior to installation.

The Contractor and Engineer shall jointly inspect and test all reels of cable for damage prior to installation. The fiber optic cable shall meet the following factory attenuation criteria:

- Fiber cable attenuation specified herein for 1310 nm and 1550 nm,
- Strand lengths are consistent in the OTDR reports,
- Launch Transition < 0.6 dB, and
- No event shown in the OTDR trace > 0.10 dB.

Upon completion of these test procedures, the Contractor shall issue to the Engineer all test data as specified and a "*Letter of Quality Assurance*" from said Contractor stating that the fiber cable has been delivered to the construction site and/or the Contractor's storage facility and meets the requirements as specified within the Specifications.

Upon the Engineer's acknowledgment of the receipt and acceptance of the Letter of Quality Assurance, the Contractor may commence installation of said cable at the Contractor's risk. No fiber optic cable shall be installed prior to the receiving test and the acceptance of the Engineer.

iii. Existing Fiber Testing.

The Contractor shall test any existing fiber cable to be used on the project before beginning any fiber work on those fibers. Existing dark fibers, whether to be used on the project or remain dark, shall be OTDR tested. Testing of any existing fiber strands that are currently lit shall be coordinated with the Engineer for scheduling when the lit fiber may be taken offline for testing. A minimum of seven (7) calendar day notice shall be given to the Engineer before testing lit existing fibers. These fiber test reports shall be submitted to the Engineer for review and acceptance.

iv. Installation and Post Fiber Testing.

As the cable is pulled off the reel, it shall be carefully inspected for jacket defects. If defects are noticed, the pulling operation shall be stopped immediately. The Contractor shall submit to the Engineer the proposed corrective action to be taken for review and acceptance.

Armored fiber optic cable shall be properly grounded upon cable installation. This grounding system shall be tested in accordance with the Specifications.

Post installation testing ensures the integrity of the fiber strands have not been damaged during the installation process. Once the fiber cable has been installed, the Contractor shall OTDR test each fiber strand before proceeding to splicing and/or terminations. These OTDR test results shall be compared to the receiving OTDR test results for determining if any fibers were damaged by the Contractor's work during construction. In such case that there is damage done during construction the Contractor shall be responsible for all equipment, materials and labor to repair the damage to the satisfaction of the Engineer at no additional cost to the Department. The Engineer has the final determination of what constitutes damage during construction. At minimum, no event shall exceed 0.10 dB post installation. The process for repair and/or replacement of cable shall be submitted to the Engineer for review and acceptance prior to conducting the work. Repaired and/or replaced cable shall be retested to ensure compliance with standards. Test reports shall be submitted to the Engineer for review and acceptance.

v. Termination/Splicing Complete Testing.

Upon completion of the installation of fiber cables, drop cables, splices, and termination of cable ends; dependent on the project requirements as shown on the Plans, each fiber terminated and spliced shall be OTDR and Power/Light Meter tested.

The Contractor shall review the OTDR and Power/Light Meter results to ensure the fiber attenuation, splice loss, and connector pairs meet the requirements as specified within the Specifications. The reviewer (also a certified Fiber Optic Technician) shall be different from the certified Fiber Optic Technician who performed the installation and tests. The Contractor shall clean, polish, re-terminate, and/or re-splice in order to bring the results within specified tolerances.

vi. Fiber Optic Test Reporting.

Upon completion the Contractor shall issue to the Engineer all traces and loss/length print outs. These are to be submitted in a suitable binder organized by cable and strand number. A cover sheet is required for each binder indicating which cable(s) were tested, the OTDR user's name, the certified reviewer's name, the type of test performed, and the date(s) of the test. Cover sheets for final test results bearing the reviewer's signature, the date signed, and a statement indicating that the installation complies with the Specification's requirements are required. The Contractor's employee who has reviewed the traces is required to sign or initial them. A check mark is required on all traces that satisfy the Specification's requirements. For intermediate test results, the Contractor shall flag any discrepancies that may exist with a short description of the proposed corrective action (e.g. re-splice). Where test results do not satisfy the requirements as specified within the Specifications, the Contractor shall provide justification as to why the testing and/or material are not able to prove meeting the requirements as specified within the Specifications. This binder/package is to be submitted to the Engineer for fiber work acceptance and distribution. Also with this binder/package, the Contractor shall submit to the Engineer on a data compact disk or other approved electronic media the raw OTDR fiber trace files along with the OTDR documentation (manufacturer/model/serial number). The Contractor may alternately submit this binder/package as an electronic submittal (preferably in PDF format or as approved by the Engineer).

No payment for splices or terminations shall be made unless fiber optic test reports and ALDOT's OSP Database Forms have been accurately completed by the Contractor and submitted to the Engineer.

(c) Fiber Distribution Units (FDU), Connectors, and Fan-Out Kit.

The Contractor shall assemble and install all necessary material and equipment and furnish a working Fiber Distribution Unit as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

1. Distribution Hardware.

The following distribution equipment specifications cover installations of Fiber Distribution Units from the headend and hub, primary fiber distribution unit (PFDU) to secondary fiber distribution unit (SFPU) which are utilized within the individual cabinets and communication closets within buildings or within hub buildings.

When splicing in the field within a CommBox or aerial installation, a splice closure shall be provided as indicated on the Plans and in accordance with **Article 729.03(q)2, "Installation of Splice Closure (Underground and Aerial)"**.

2. Fan-Out Kit.

Fan-out kits shall be installed per fan-out kit and/or fiber optic cable manufacturer procedures and standard fiber connector installation training. Fan-out kit shall be compatible with the fiber optic cable being terminated and shall be color-coded to match the optical fiber scheme or as specified within this Specification.

3. Fiber Connectors.

Installer of fiber connectors shall have been trained to perform the installation of the type of connector being installed. Manufacturer guidelines shall be followed. Prior to testing connector, installer shall visually verify connector end is clean of foreign materials using a fiber scope. Heat cure epoxy connectors are the preferred method and shall be used unless otherwise indicated on the Plans. Mechanical Connectors shall not be allowed for permanent connections on any ALDOT project.

4. Cable Management.

The Contractor shall ensure that fiber cables are installed in the manner in which they were designed for the FDU. Cables shall be secured in the locations designed by the FDU manufacturer using zip ties while ensuring the fiber cable is not overly bound causing attenuation loss in the fiber cable. The excess end of zip ties shall be cleanly cut flush. Fiber cable shall not be stretched, kinked, or bound when run within the cable management system.

5. Splice and Termination Procedure.

The procedure for fusion splicing shall be submitted to the Engineer for approval. This submittal shall consist of:

- a. OSP Database Form(s);
- b. manufacturer/model of fusion splicer and date of last calibration;
- c. form of splice protection; and
- d. means of accessibility for splice protection and traffic control.

The Contractor shall only splice fibers at locations as shown on the Plans unless otherwise approved by the Engineer.

All splices shall be protected and stored in fiber optic splice units or integrated fiber optic splice and termination units that are housed in field cabinets, pull boxes, CommBoxes, hubs, and other buildings.

The Contractor shall document all splice and terminations on forms provided by the Engineer. No payment for splices or terminations shall be made unless forms have been accurately completed by the Contractor and accepted by the Engineer.

Fiber optic cables shall terminate in a fiber optic splice closure or fiber distribution unit where ends are protected. During installation, fiber optic cable ends must be protected per manufacturer recommended methods and as approved by the Engineer.

6. Pre-terminated Connector Assemblies.

Pre-terminated Connector Assemblies (i.e., Factory Connector Build-Outs, or pigtails) may be spliced onto a cable as an alternative to installing heat cure epoxy connectors. Pre-terminated Connector Assemblies shall be installed per manufacturer's standard operating procedures of the fiber optic cable and fiber distribution unit; and, as approved by the Engineer.

Pre-terminated Connector Assemblies (PTCA) cables shall be labeled where the buffer tube being spliced is permanently indicated on the PTCA cable jacket. This labeling is to be done prior to splicing.

7. Fiber Optic Patch Cable.

Fiber optic patch cables (a.k.a. patchcords or jumpers) shall be appropriately sized for the length of run. Excess patch cable is to be limited to no more than one slack coil of 6 inch diameter. Fiber optic patch cables and connectors shall be compatible with the fiber optic cable and equipment to which it will connect.

(d) Network Devices.

The Contractor shall assemble and install all necessary material and equipment and furnish a working Network Device as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

Wiring connections in poles shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape. Final network device locations shall be accepted by the Engineer prior to installation.

1. Managed Ethernet Switch.

a. Installation.

Managed Ethernet Switch (MES) shall be installed as shown on the Plans and mounted using manufacturer recommended parts. Ensure that the switch is resistant to all Electromagnetic Interference (EMI). Verify that the switch is mounted securely and is fully accessible by field technicians. Wiring shall be run within wire raceways and secured using zip ties.

2. Wireless Network Device.

a. Wireless Equipment Selection and Installation.

The Contractor shall be responsible for determining field conditions of licensed and unlicensed wireless radio site including interference (noise). The Contractor shall perform wireless path loss analysis to determine appropriate radio equipment and antennas and mounting heights necessary for each site. This analysis shall be provided to the Engineer for review and acceptance. The Contractor shall be responsible for selecting equipment which meets the minimum performance

requirements shown within the Specifications with the required annual availability at the most constrained modulation (i.e., smallest dB range in modulation to obtain for that radio unit).

Prior to deploying and operating a licensed frequency, the Contractor is responsible for performing a frequency coordination, filing a public notice, and submitting an application (Form 601) with the FCC to ensure that no one else is already operating on the same frequency or a frequency that will inject interference on existing systems. If licensed radios encounter interference, it is typically resolved with the assistance of the regulatory body.

b. Antenna Installation.

Technicians performing installation work shall have a hardware certification by the microwave manufacturer on the product being installed.

Prior approval from the Engineer shall be obtained for the installation and sealing process when field drilling is required to mount an antenna on an existing cabinet and/or support structure.

Antenna mounts shall be secured to prevent movement of antennas in high wind conditions. Once the antennas are aligned, the position shall be marked with torque marking paint that shows any movement about the azimuth and elevation axis. Pictures of these marks shall be submitted as part of the as-built plan set submittal. These marks shall be made such that they do not deteriorate in the weather or sun.

c. Cable Installation.

Cable shall be routed as shown on the Plans. When the Plans do not denote a specified route, prior approval from the Engineer shall be obtained for the proposed route. Cables mounted internal to structure supports shall use a hoisting grip to properly secure each cable type at the top of the support structure. Lightning arrestors shall be installed as shown on the Plans and grounded on the support structure. Wiring connections in supports shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape. A drip loop shall be provided where cable enters a support structure; the bottom of the loop shall be lower than the cable entry point. Structure entries shall be through a weatherhead, grommet or sealed using butyl rubber.

(e) Camera.

1. General.

The Contractor shall assemble and install all necessary material and equipment and furnish a working Closed-Circuit Television (CCTV) camera as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied and installed by the Contractor.

Wiring connections in poles shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape.

The Contractor shall provide a camera installation complete with associated detection equipment, control equipment, power supplies, and any other camera-related field electronic equipment and transient voltage surge suppression as shown on the Plans and as specified within the Specifications. The Contractor shall provide an installation kit with mounting brackets, data cables, power cables, hardware and any incidentals required by the manufacturer.

The Contractor shall maintain full responsibility for the camera housing mounting to the support structure and confirm that the camera can be properly mounted on the support structure prior to installation. The Contractor shall securely mount the camera on the support structure. The camera shall be constructed and shall be adjusted to obtain optimum function of the camera.

The camera, cabinet, and other components shall be mounted at locations as shown on the Plans. The Contractor is responsible to ensure that the camera does not interfere with the operation of any other ITS electronic equipment when installed.

The Contractor shall be responsible for camera configuration and initial settings (i.e., date/time stamp, compass orientation, time server IP address, alert settings, camera ID label, SNMP settings, and initial user account login defaults). These camera settings shall be coordinated with the ALDOT Region TSM&O Engineer prior to placing camera and associated equipment in service.

a. Cabinet Equipment.

i. Controller Cabinet Installation.

The Contractor shall install the camera controller in the designated space of the ITS Cabinet. The Contractor shall install any associated camera equipment per the manufacturer's requirements and as shown on the Plans.

ii. Wiring and Connections.

Upon completion of wiring and connections, bundle all incoming cables and hold in place with nylon cable ties. Connect the front panel and chassis to the cabinet ground bus from a single point only.

Install cables and connectors so that the manufacturer's rated minimum bending radius and pulling tension are not exceeded. Take proper care to prevent abrasions to the cable jacket during installation.

b. Cables and Electrical Power Service.

The Contractor shall install the conduit for electrical cable between the service pole and the ITS Cabinet load center. Electrical Power Service shall conform to the requirements of **Sub-Article 729.03(m)** and **Article 893.13, "Electrical Power Service and Transformer"**.

All camera data shielded cables shall be routed separate from any 120 Vac or greater power wiring or surge suppressor ground wiring. "Power-Over-Ethernet" (POE) communications cables shall be permitted where installation and cable is in accordance with NEC Chapter 8.

Cable, shield or conductor used for camera control, power supply, or grounding shall not be spliced.

c. Interface Protocol.

The Contractor shall provide the Engineer with the manufacturer's open software interface/protocols for the Camera so that it can be fully integrated into the Department's current ALGo ATMS software.

d. Manufacturer's Software.

The Contractor shall provide the manufacturer's configuration and diagnostic software along with all licenses, software installation media and documentation/manuals to the Engineer at the completion of the Burn-In. Any special camera configurations or firmware updates shall also be delivered to the Engineer with this package.

(f) Vehicle Detection Systems (VDS).

1. General.

The Contractor shall assemble and install all necessary material and equipment and furnish a working VDS as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

Wiring connections in poles shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape.

The Contractor shall provide a VDS installation complete with associated detection equipment, control equipment, power, and communications equipment as shown on the Plans and as specified within the Specifications. The Contractor shall provide an installation kit with mounting brackets, data cables, power cables, hardware and any incidentals required by the manufacturer.

The Contractor shall maintain full responsibility for the VDS housing mounting to the support structure and confirm that the VDS can be properly mounted on the support structure prior to installation. The Contractor shall securely mount the VDS on the support structure. The VDS shall be constructed and shall be adjusted to obtain optimum function of the VDS.

The VDS, cabinet, and other components shall be mounted at locations as shown on the Plans. The Contractor is responsible to ensure that the VDS does not interfere with the operation of any other ITS electronic equipment when installed.

The Contractor shall be responsible for VDS configuration and setting up initial pre-sets using the manufacturer's software.

a. Cabinet Equipment.

i. VDS Controller Cabinet Installation.

The ITS Cabinet for remote control of the VDS from ground level shall conform to the requirements in **Sub-Article 729.03(l)** and **Article 893.12, "ITS Cabinet"**. The ITS Cabinet shall be installed at locations as shown on the Plans unless otherwise designated and approved by the Engineer.

The Contractor shall install the VDS controller in the designated space of the ITS Cabinet. The Contractor shall install any associated VDS equipment per the manufacturer's requirements and as shown on the Plans.

ii. Wiring and Connections.

Upon completion of wiring and connections, bundle all incoming cables and hold in place with nylon cable ties. Connect the front panel and chassis to the cabinet ground bus from a single point only.

Install cables and connectors so that the manufacturer's rated minimum bending radius and pulling tension are not exceeded. Take proper care to prevent abrasions to the cable jacket during installation.

b. Cables and Electrical Power Service.

The Contractor shall install the conduit for electrical cable between the service pole and the ITS Cabinet load center. Electrical Power Service shall conform to the requirements of **Sub-Article 729.03(m)** and **Article 893.13, "Electrical Power Service and Transformer"**.

All VDS data cables shall be routed separate from any 120 Vac or greater power wiring or surge suppressor ground wiring.

Cable, shield or conductor used for VDS control, power supply, or grounding shall not be spliced.

c. Interface Protocol.

The Contractor shall provide the Engineer with the manufacturer's open software interface/protocols for the environmental sensor.

d. Manufacturer's Software.

The Contractor shall provide the manufacturer's configuration and diagnostic software along with all licenses to the Engineer at the completion of the Burn-In.

2. Radar Vehicle Detection System (RVDS).

Structure mounted equipment shall be installed per the manufacturer's recommendations for elevation and orientation.

After installation, the RVDS shall be tested for accuracy by comparing data collected by the RVDS to manual count data under the conditions as specified within the Specifications or as approved by the Engineer to verify the RVDS is operating within the accuracy requirements as specified within the Specifications.

3. Magnetometer Vehicle Detection System (MVDS).

In ground magnetometer units shall be installed per the manufacturer's recommendations for depth, orientation, and sealant. Structure mounted equipment shall be installed per the manufacturer's recommendations for elevation and orientation.

After installation, the MVDS shall be tested for accuracy by comparing data collected by the MVDS to manual count data under the conditions as specified within the Specifications or as approved by the Engineer to verify the MVDS is operating within the accuracy requirements as specified within the Specifications.

4. Bluetooth Data Collection System (BDCS).

Structure mounted equipment shall be installed per the manufacturer's recommendations for elevation and orientation.

After installation, the BDCS shall be verified as operational by confirmed matches of discoverable and/or non-discoverable Bluetooth devices between two BDCS locations for travel time purposes.

(g) Dynamic Message Sign (DMS).

1. General.

The Contractor shall assemble and install all necessary material and equipment and furnish a working DMS as shown on the Plans and as specified within the Specifications. All items that are

required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

Wiring connections in poles shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape.

The Contractor shall provide a DMS installation complete with associated control equipment, 120 Vac power, and communications equipment as shown on the Plans and as specified within the Specifications. The Contractor shall provide an installation kit with mounting brackets, data cables, power cables, hardware and any incidentals required by the manufacturer.

The Contractor shall maintain full responsibility for the sign housing mounting to the support structure and confirm that the sign can be properly mounted on the sign support structure prior to installation. The Contractor shall securely mount the sign on the sign support structure. Initially, the Contractor is to set the housing at a 3 degree tilt forward toward traffic and adjust the housing under both day and night conditions to optimize the view of the sign from the roadway by a motorist and eliminate random reflections as directed by the Engineer. Alternatively, the housing may be constructed at a 3-degree tilt toward traffic, if approved by the Engineer, but shall be adjusted to obtain the same optimization of the viewing of the sign from the roadway.

The Contractor shall attach and secure all mechanical hardware for initial attachment prior to the reopening of lanes to traffic. The Contractor shall complete attachment of hardware prior to the release of crane cables. The Contractor shall also install and connect the DMS wiring and communications cables to the ground cabinet and disconnect switch in the controller cabinet only after attaching and securing the sign to the sign structure.

During the Acceptance Testing, the Engineer will evaluate the initial setting of the sign and direct the Contractor to adjust the sign tilt if necessary. The Contractor shall use nylon stop washers with mounting attachments. For all structural aspects, stainless lock washers and nuts are unacceptable; use stainless steel nuts with nylon inserts for locking.

The Contractor will lift and install the DMS housing and display in place on the overhead structure only with prior approval of, and in the presence of the Engineer. Do not lift and install the DMS housing and display until all equipment, materials, and labor are available such that the DMS can be operated with messages from the local DMS controller within 72 hours of installation on the overhead structure. The Contractor shall only program message displays on the DMS at the direction of the Engineer. Make sight alignment adjustments to the DMS housing and display as directed by the Engineer.

Securely install mounting hardware to the torque recommended by the overhead sign support manufacturer.

The DMS shall be mounted at locations shown on the Plans. The DMS shall be mounted using the manufacturer supplied mounting brackets.

The Contractor is responsible to ensure that the DMS does not interfere with the operation of any other ITS electronic equipment when installed.

The Contractor shall be responsible for DMS configuration and setting up initial pre-sets using the manufacturer's software.

a. Photosensor System.

The Contractor shall aim one sensor in the northerly direction (away from nearby lights) and scale it for a reading of up to 100 lux (horizon type). The other two sensors shall be aimed in opposite directions and perpendicular to the sign face. These two sensors shall be scaled for a reading of up to 100,000 lux. The sensors are to be mounted on the top of the housing near the right side for ease of maintenance. The aiming angle of the sensors shall be adjustable. The Contractor shall aim the photosensors and calibrate the dimming system consistent with field conditions found for each sign as a part of the installation process. This work is to be completed prior to any Acceptance Testing.

b. Cabinet Equipment.

i. Controller Cabinet Installation.

The ITS Cabinet for remote control of the DMS from ground level shall conform to the requirements in **Sub-Article 729.03(l)** and **Article 893.12, "ITS Cabinet"**. The ITS Cabinet shall be installed at locations as indicated on the Plans unless otherwise designated and approved by the Engineer. The ITS Cabinet shall be mounted to the support pole(s) at a height of 42 inches

{107 cm} from ground level to the bottom of the cabinet housing and shall be easily accessed by maintenance personnel.

The Contractor shall install the DMS controller unit in the designated space of the ITS Cabinet. The Contractor shall install any associated DMS equipment per the manufacturer's requirements and as shown on the Plans.

ii. Wiring and Connections.

Make all connections to terminal boards or screw-type equipment terminals with insulated fork-tongue compression connectors only when using stranded cable. Make all wiring to bulkhead connectors on equipment housings with MS bayonet-type connectors. Solder connector joints for use with extra-low voltage systems, with the joint metals preheated to the flow temperature of the solder or crimped using ratchet-type positive crimp tools and a double crimp (conductor and jacket) connector.

Remove the outer jacket of data and communications cables to expose approximately 6 in. {150 mm} of the shielding or drain wire. Twist together and solder the shielding or drain wire for all cables serving a similar function with a 10 AWG minimum insulated (green jacketed) ground lead securely connected to the cabinet ground bus. Make the ground lead routing as short as possible. Cut the shield off and leave it isolated at the other end.

Upon completion of wiring and connections, bundle all incoming cables and hold in place with nylon cable ties. Connect the front panel and chassis to the cabinet ground bus from a single point only.

The controller will be powered from the power distribution assembly provided in the ITS Cabinet. Bond the shields of all extra-low voltage cables to the ground bus inside the cabinet. The shield inside the sign enclosure shall be unconnected and insulated. Route low voltage cables and extra-low voltage cables installed in the cabinet on opposite sides of the cabinet. Group similar extra-low voltage cables in the controller cabinets, between common locations, together with cable ties.

Install cables and connectors so that the manufacturer's rated minimum bending radius and pulling tension are not exceeded. Take proper care to prevent abrasions to the cable jacket during installation.

c. Cables and Electrical Power Service.

The Contractor shall install the conduit for electrical cable between the service pole and the ITS Cabinet load center. Electrical Power Service shall conform to the requirements of **Sub-Article 729.03(m)** and **Article 893.13, "Electrical Power Service and Transformer"**.

All DMS data cables shall be routed separate from any 120 Vac or greater power wiring or surge suppressor ground wiring.

Cable, shield or conductor used for DMS control, power supply, or grounding shall not be spliced. The shield of low voltage instrumentation cables shall be grounded at one end only.

d. Use and Operations of DMS Prior to Final Acceptance.

The Department will approve or control any and all DMS displays at all times that a display is in potential public view to ensure compliance with current MUTCD. When potential public view exists, no message or graphical display of any kind or activation of any DMS display component is permitted without prior approval of the Engineer. At such time as the Engineer determines that any given DMS is ready for Department control, the Department will exercise complete and total control of that DMS display and all central and local communications with that local DMS controller. Prior to any action, coordinate with the Engineer any remaining work or any testing or maintenance that may affect that DMS display. Do not interpret such DMS display control as acceptance of the project in whole or in part. Do not construe such action as a waiver by the Engineer of any provision of this Specification. Do not consider such use part of the Burn-In Period.

e. Interface Protocol.

The Contractor shall provide the Engineer with the manufacturer's open software interface/protocols for the DMS.

f. Manufacturer's Software.

The Contractor shall provide the manufacturer's configuration and diagnostic software along with all licenses to the Engineer at the completion of the Burn-In.

2. DMS Supporting Structure.

Supporting Structure used for mounting the DMS and equipment shall conform to the requirements given in **Sections 715, 717, and 718.**

For each DMS, the Contractor shall provide a complete Supporting Structure design which shall include all structural dimensions for the supporting structure and associated foundations.

a. DMS Housing Structural Design.

Professional Engineer calculations and a complete set of sealed DMS housing drawings shall be included within the DMS manufacturer's submittal to the Engineer. [See **Item 893.07(a)3, "Material and Process Standards"** and **Item 893.07(a)4, "Sign Housing"** for special material submittal requirements regarding: (a) Professional Engineer Certification of DMS Housing Structural Design and (b) welding inspection certification.]

A lifting mechanism shall be provided for transporting and installing the DMS and shall be a permanent, integral part of the DMS housing structural frame. Professional Engineer analysis of the DMS housing design shall include a certification of the DMS lifting mechanism.

3. Concrete Foundation.

The Contractor shall submit Concrete Foundation design for each DMS Supporting Structure in accordance with **Section 718.** The foundation design shall include all dimensions and reinforcing steel configuration.

The Contractor shall contact the Utility Companies to determine the location of underground utilities in the area where the foundations are to be located. The Contractor shall be responsible for repairing, to the satisfaction of the Utility Company, any utilities damaged by the Contractor.

4. DMS Acceptance Test.

The Contractor shall perform Acceptance Test on the DMS and ITS electronic equipment installed under this Project and have materials specified within this Specification. The Acceptance Test shall be in accordance with **Sub-Article 729.03(r), "Testing"**.

The Visibility Inspection of the Field Test shall include the continuous display of a test message on each sign for a period of twenty 24-hour days. If any sign fails unacceptably (traveling motorist cannot recognize the test message) to complete the 20 day Burn-In due to component failure, the component shall be replaced and the 20 day Burn-In Period shall be started again from day one.

Acceptable failures are those that do not inhibit the motoring public from message recognition. Any component failures that occur within the acceptable failure shall be replaced prior to final acceptance.

The Field Test of the Acceptance Test procedure shall prove that Central and Field Controller software comply with the Specifications, and it shall demonstrate that all DMS system equipment is fully integrated and operational.

The Field Test procedure shall include the successful exercising of all diagnostic features provided with the DMS. Testing of the DMS Central Software and Computer shall include demonstrating proper data transfer to and from each remote site.

(h) Environmental Sensor.

1. General.

The Contractor shall assemble and install all necessary material and equipment and furnish a working environmental sensor as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

Wiring connections in poles shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape.

The Contractor shall provide an Environmental Sensor installation complete with associated control equipment, 120 Vac power, and communications equipment as shown on the Plans and as specified within the Specifications. The Contractor shall provide an installation kit with mounting brackets, data cables, power cables, hardware and any incidentals required by the manufacturer.

The Contractor shall maintain full responsibility for the sensor housing mounting to the support structure and confirm that the sensor can be properly mounted on the support structure prior to installation. The Contractor shall securely mount the sensor on the support structure. The sensor shall be constructed and shall be adjusted to obtain optimum function of the sensor.

The sensor, cabinet, and other components shall be mounted at locations as shown on the Plans. The Contractor is responsible to ensure that the sensor does not interfere with the operation of any other ITS electronic equipment when installed.

The Contractor shall be responsible for environmental sensor configuration and setting up initial pre-sets using the manufacturer's software.

a. Cabinet Equipment.

i. Controller Cabinet Installation.

The ITS Cabinet for remote control of the environmental sensor from ground level shall conform to the requirements in **Sub-Article 729.03(l)** and **Article 893.12, "ITS Cabinet"**. The ITS Cabinet shall be installed at locations as shown on the Plans unless otherwise designated and approved by the Engineer.

The Contractor shall install the environmental sensor data processing unit in the designated space of the ITS Cabinet. The Contractor shall install any associated environmental sensor equipment per the manufacturer's requirements and as shown on the Plans.

ii. Wiring and Connections.

Upon completion of wiring and connections, bundle all incoming cables and hold in place with nylon cable ties. Connect the front panel and chassis to the cabinet ground bus from a single point only.

Install cables and connectors so that the manufacturer's rated minimum bending radius and pulling tension are not exceeded. Take proper care to prevent abrasions to the cable jacket during installation.

b. Cables and Electrical Power Service.

The Contractor shall install the conduit for electrical cable between the service pole and the ITS Cabinet load center. Electrical Power Service shall conform to the requirements of **Sub-Article 729.03(m)** and **Article 893.13, "Electrical Power Service and Transformer"**.

All environmental sensor data cables shall be routed separate from any 120 Vac or greater power wiring or surge suppressor ground wiring.

Cable, shield or conductor used for environmental sensor control, power supply, or grounding shall not be spliced.

c. Interface Protocol.

The Contractor shall provide the Engineer with the manufacturer's open software interface/protocols for the environmental sensor.

d. Manufacturer's Software.

The Contractor shall provide the manufacturer's configuration and diagnostic software along with all licenses to the Engineer at the completion of the Burn-In.

(i) Highway Advisory Radio (HAR).

1. General.

The Contractor shall assemble and install all necessary material and equipment and furnish a working HAR as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

Wiring connections in poles shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape.

The Contractor shall provide a HAR installation complete with associated control equipment, power, and communications equipment as shown on the Plans and as specified within the Specifications. The Contractor shall provide an installation kit with mounting brackets, data cables, power cables, hardware and any incidentals required by the manufacturer.

The Contractor shall maintain full responsibility for the HAR housing and antenna mounting to the support structure and confirm that the HAR can be properly mounted on the support structure prior to installation. The Contractor shall securely mount the HAR on the support structure. The HAR shall be constructed and shall be adjusted to obtain optimum function of the HAR.

The HAR, cabinet, and other components shall be mounted at locations as shown on the Plans. The Contractor is responsible to ensure that the HAR does not interfere with the operation of any other ITS electronic equipment when installed.

The Contractor shall be responsible for HAR configuration and setting up initial pre-sets using the manufacturer's software.

a. Cabinet Equipment.

i. Controller Cabinet Installation.

The ITS Cabinet for remote control of the HAR from ground level shall conform to the requirements in **Sub-Article 729.03(l)** and **Article 893.12, "ITS Cabinet"**. The ITS Cabinet shall be installed at locations as shown on the Plans unless otherwise designated and approved by the Engineer.

The Contractor shall install the HAR controller in the designated space of the ITS Cabinet. The Contractor shall install any associated HAR equipment per the manufacturer's requirements and as shown on the Plans.

ii. Wiring and Connections.

Upon completion of wiring and connections, bundle all incoming cables and hold in place with nylon cable ties. Connect the front panel and chassis to the cabinet ground bus from a single point only.

Install cables and connectors so that the manufacturer's rated minimum bending radius and pulling tension are not exceeded. Take proper care to prevent abrasions to the cable jacket during installation.

b. Cables and Electrical Power Service.

The Contractor shall install the conduit for electrical cable between the service pole and the ITS Cabinet load center. Electrical Power Service shall conform to the requirements of **Sub-Article 729.03(m)** and **Article 893.13, "Electrical Power Service and Transformer"**.

All HAR data cables shall be routed separate from any 120 Vac or greater power wiring or surge suppressor ground wiring.

Cable, shield or conductor used for HAR control, power supply, or grounding shall not be spliced.

c. HAR Antenna Grounding.

The HAR antenna grounding design and design submittal shall be either conducted by or signed off by the HAR equipment manufacturer. The Contractor's HAR submittal package shall include antenna and grounding details showing design configuration and proposed equipment and materials, supporting design calculations, recommended installation methods/procedures to be utilized, and equipment and proposed material specifications/cut-sheets.

d. Interface Protocol.

The Contractor shall provide the Engineer with the manufacturer's open software interface/protocols for the environmental sensor so that it can be fully integrated.

e. Manufacturer's Software.

The Contractor shall provide the manufacturer's configuration and diagnostic software along with all licenses to the Engineer at the completion of the Burn-In.

(j) Conduit, Conductor, Locate Tone Wire, Warning Tape, and Messenger.

Work shall be performed in accordance with the highest industry standards, meeting the requirements of the latest editions of the NEC, NESC, and NEMA.

1. Installation of Buried Duct and Conduit.

Conduit shall be installed by means of open trenching, plowing, or precision directional boring. Spare conduit shall have Pull Tape installed in the duct. Maximum spacing between supports and spacing between expansion fittings shall be as shown on the Plans or, if not shown, according to the manufacturer's recommendations.

If rocky soil conditions are encountered during precision directional bore installations, SDR-9 HDPE conduit may be required as approved by the Engineer.

Coiled non-metallic conduit shall be treated by a line tamer prior to underground (or below grade) installation.

If more than one run of underground conduit is required, install in one trench unless in conflict with NEC requirements.

Extend conduit ends 2 inches {51 mm} above concrete surfaces and 4 inches {100 mm} above crushed stones bases; and install with bushings. For metallic conduit, install metallic bushings. For non-metallic conduit, install non-metallic bushings. Where conduit connects to a panel, box, or other enclosure, use a locknut in addition to the bushing.

Where non-metallic conduits join metal conduits, connection shall be made using appropriate couplings to form a watertight raceway.

All conduits entering concrete foundations shall be provided with appropriate bushings at the ends. Conduits shall be stubbed approximately 2 inches {51 mm} above concrete and shall be provided grounding type bushings on conduit ends in the base of poles with copper bonding jumpers.

Bends and offsets shall be avoided where possible, but where necessary, shall be made with a proper pipe bender or conduit bending machine. Conduit that has been crushed or deformed due to improper bending or handling shall not be installed.

Surface damage to RMC conduit shall be repaired in accordance with the Specifications. Exposed threads shall be regalanized.

After installation, conduits shall be tested for clearance with a 2-inch long mandrel (a.k.a., pig) having a diameter 1/4 inch smaller than the inside diameter of the conduit. Conduits not allowing passage of the mandrel shall be rejected.

After placement of conduit, all conduits shall be capped to prevent moisture or foreign matter from entering until the fiber optic cable or conductor installation is started. Upon installation of fiber optic cable and/or conductor, conduit ends shall be sealed with duct sealer. Duct sealer shall be a water-blocking, closed-cell, easily removable/re-enterable, polyurethane foam material as recommended by the cable manufacturer and approved by the Engineer. Duct sealer shall be identified for use with the fiber optic cable and conductor insulation; and should not cause deterioration of the insulation over time. For underground conduit adjacent to gasoline service stations or other installations of underground gasoline or diesel storage, piping or pumps, and which lead to a cabinet, circuit breaker panel, service or any enclosure where an arc may occur during normal operation, the Contractor shall refer to the NEC for Class 1, Hazardous Locations.

2. Installation of Hanging Duct and Conduit.

Maximum spacing between supports and spacing between expansion fittings shall be as shown on the Plans or, if not shown, according to the manufacturer's recommendations.

The conduit system shall include mechanisms such as expansion fittings or joints to ensure that the expansion and contraction stresses are normalized. Spacing or expansion fitting shall be based upon manufacturer standards for the location conditions/environment of the installation.

After placement of conduit, all conduits shall be capped to prevent moisture or foreign matter from entering until the fiber optic cable or conductor installation is started. Upon installation of fiber optic cable and/or conductor, conduit ends shall be sealed as permitted by the current NEC. If duct sealer is allowed and used, then the duct sealer shall be a water-blocking, closed-cell, easily removable/re-enterable, polyurethane foam material as recommended by the cable manufacturer and approved by the Engineer. Duct sealer shall be identified for use with the fiber optic cable and conductor insulation; and should not cause deterioration of the insulation over time.

The Contractor shall be fully responsible in the event defective conduit is installed and shall be held fully responsible for replacement (material and labor) of any conduit found to be defective due to manufacture error, improper construction, or improper installation for one year after the State's acceptance of the project.

a. Installation of RTRC.

The conduit shall be packaged for shipment at the factory. The conduit shall be assembled into manageable bundles. Each section of conduit shall be shipped with protective caps over each end of the section. Conduit that arrives at the job site without the protective cover in place over both ends will be rejected by the Engineer.

Conduit connections for RTRC shall be sealed with epoxy adhesive. Joints for RTRC shall be joined until the conduit ends are together. Once connected the joint pullout rating shall be equal to the tensile strength of the conduit. No reducing couplings shall be permitted in a conduit run.

b. Installation of RMC.

The conduit shall be packaged for shipment at the factory. The conduit shall be assembled into manageable bundles. Each section of conduit shall be shipped with protective caps over each end of the section. Conduit that arrives at the job site without the protective cover in place over both ends will be rejected by the Engineer.

3. Installation of Conductor.

On projects where a conductor(s) and/or electrical cables are to be mechanically or hand pulled, a "Pull Tape" as specified in **Sub-Article 893.10(d)** shall be factory or field installed within conduit for the purpose of attaching to, and the pulling of said conductor/cable. PULL ROPES NOT SPECIFICALLY DESIGNED FOR FIBER OPTIC AND ELECTRICAL CABLE INSTALLATION SHALL NOT BE USED ON ANY ALDOT PROJECT.

Conductors shall have the appropriate identification on the outer jacket. Conductors not meeting this requirement or with illegible identification are not allowed.

Wiring within pull boxes and CommBoxes shall be neatly arranged and labeled/tagged. All ends of hardwire shall be taped to exclude moisture and shall be so kept until splices are made and terminal appliances attached.

The ends of spare conductors shall be protected as permitted by the current NEC (capped method is preferred). End of fiber optic cables shall be protected from moisture by methods as shown on the Plans or as approved by the Engineer.

Splices and taps in electrical conductors shall only be made in pull boxes, CommBoxes and pole bases. They shall be made with solderless split bolt connectors. Splices and taps shall be protected and sealed in silicone gel filled enclosures to provide a waterproof connection and to ensure the required electrical insulation. Silicone gel filled enclosures shall be re-enterable; shall be ultra-violet (UV) resistant, listed for temperatures from -40° F to 194° F {-40° C to 90° C}; and shall be impact and abrasion resistant. The enclosure shall be sized as shown in the following table:

CONDUCTOR SIZE	GEL ENCLOSURE SIZE
4 AWG and smaller	#2
2 AWG	#2.5
Larger than 2 AWG	#3

Installation of conductors shall be in accordance with the NEC. Conductors shall not be pulled into a conduit until the installation of the conduit is complete. Prior to the installation of conductors, the Contractor shall ensure the conduit is free of water and debris by blowing air and pulling a foam ball, mandrel, or brush through the conduit. The ends of conduit shall be cleaned of bures and capped with a bushing to protect cables during installation.

Conductors in conduits shall be carefully pulled into place using approved methods so that the conductors will not be damaged. Powdered soapstone, talc, or other inert lubricant specifically designed for the purpose shall be used when pulling conductors through the conduit. All conductors within a single conduit shall be pulled at the same time; and, shall be handled and installed in such a manner as to prevent kinks, bends or other distortion which could damage the conductor and outer covering. When conductors are pulled through hand holes, pole shafts, etc., a pad of firm rubber or other suitable materials shall be placed between the conductors and the edges of the opening to prevent damage to the conductors.

The pulling tension on conductors shall not be exceeded. Friction reduction multiduct pulling sleeves may be used as an alternate to lubricant. The Contractor shall not exceed the NEC conduit fill capacity requirements. Fiber optic cables shall not be installed in conduits containing current carrying conductors.

4. Installation of Locate Tone Wire.

Locate Tone Wire shall be installed along the entire underground conduit run for non-conductive fiber optic cables in accordance with this Specification and as shown on the Plans. Ensure that the Locate Tone Wire enters all CommBoxes and Pull Boxes as the fiber optic cable; and, that a minimum of 10 feet {3 meters} of slack is coiled and neatly stored in each box. Locate Tone Wire shall be suited for direct burial and shall be continuous.

Locate Tone Wire system does not require to be grounded since it is a non-current carrying conductor used for locating fiber optic cable only. Locate Tone Wire shall not be installed inside ITS Cabinets.

Where fiber optic conduit is installed via trenching operation, the Locate Tone Wire is to be installed no more than 3 inches {7.62 cm} above the conduit. Where fiber optic conduit is installed via boring operation, the Locate Tone Wire is to be installed in an encasement so that the Locate Tone Wire is external to the conduit with no separation between conduit and wire. Locate Tone Wire may also be placed in the void between the inner wall of encasement and inner conduits contained within the encasement as long as no other cables are present within the void.

Locate Tone Wire may be installed inside conduit only when non-armored fiber optic cable is the only other cable within the conduit for ease of utility locating.

The Contractor shall perform the Circuit Continuity Test and Insulation Test, as defined within this Specification, on all Locate Tone Wires. The Contractor shall document and provide the test results to the Engineer upon completion of these tests. The Contractor shall replace or repair defective Locate Tone Wire at no additional cost to the Department.

5. Installation of Messenger Wire.

The Contractor shall furnish and install messenger wire, aerial lashing, down guy, mounting hardware and fittings, insulators, and all other materials necessary to provide a support for fiber optic and electrical service cables. Messenger wire shall be attached to poles at the locations as shown on the Plans. Installations shall conform with all applicable NEC, NEMA and NESC requirements, along with any special Utility Company pole attachment requirements for the pole being attached. The suspension strand shall be placed on the roadside of the pole line unless otherwise directed by the Engineer.

The installation of messenger wire shall meet all requirements of the National Electrical Safety Code (NESC) regarding clearance from electrical lines and adjacent utility lines.

The Contractor shall be responsible for locating and drilling all holes required for the attachment of the messenger wire to the poles. The Contractor shall not use any existing holes on utility poles without prior authorization of the Engineer. Re-use of existing cable attachment hardware shall not be permitted.

The Contractor shall install messenger wire in continuous segments from pole to pole except where reel splice is required. Where splices are necessary, the Contractor shall maintain absolute minimum number of splices for total length of run. Prior approval for these messenger wire splices is required from the Engineer. The Contractor shall tension the unloaded messenger wire in accordance with the recommendations of the messenger wire and fiber optic cable manufacturers, to minimize the possibility of strand fatigue failure.

The length of the messenger wire shall be adjusted to ensure the vertical sag is not greater than a two percent of the length between the support poles once loaded with fiber optic cable. Each messenger wire shall be attached to the supporting structure with separate span wire clamps.

The messenger wire shall be grounded at all pole locations where attached in accordance with NESC and the pole owner's requirements. The Contractor shall not use existing Utility Company grounds. The messenger wire shall be bonded with bonding conductors and clamps to the pole's ground conductor. For poles without an existing grounding system, the Contractor shall install grounding electrodes. The messenger wire shall be bonded at maximum intervals of 1300 feet {396 m}.

6. Installation of Guy Wire.

Guy wire (a.k.a. down guy) shall be installed where there is room on the pole to install a bolt attachment in compliance with the National Electrical Safety Code (NESC). Attach the guy assembly and the guy cable to two separate bolts with one bolt for the span and one bolt for the guy cable. Provide 8 to 12 inch {200 to 300 mm} separation between bolts or as required by the owner.

The back guy (down guy) shall be installed, wherever possible, to provide a minimum rise of 2 and run of 1.

Anchor holes should be dug to such depths that no more than approximately 6 inches {153 mm} of anchor rods should be above ground after the strain is applied by the guys. Anchors should be in line with the guys.

Install guy wire prior to installation of messenger wire and lashed fiber optic or electrical service cable. The Contractor shall determine the guy locations and shall show each location to the Engineer prior to installation of guy. Not more than 6 inches {153 mm} of rod shall remain out of the ground after the load is applied.

Down guy shall have a guy marker (a.k.a. guy guard) installed in accordance with applicable NESC, NEMA and local Utility standards.

The Contractor shall be wholly responsible for the direct interface with the Utility Company whose pole is to be shared. The Contractor shall submit the drawing representing the aerial cable installation to the said utility for that Utility Company's determination and approval of the down guys which may be required on each project. All guys and guying plans shall also adhere to the NESC. Final guying plans shall be submitted for approval to the Engineer prior to the commencement of installation.

7. Installation of Warning Tape.

For Type 1 "Open Trench" Conduit Installations, the Contractor shall place the warning tape within the same ground cut (ditch) as the conduit and locate tone wire as shown on the Plans. Once the conduit and locate tone wire are placed, the cut/ditch shall then be backfilled up to a point no more than 12 inches {305 mm} below grade and at a maximum of 6 inches {152 mm} below grade where the Contractor shall then apply on continuous, unbroken length of the warning tape between the CommBoxes. The cut/ditch shall be completely filled in and prepared to its original state or as specified by the Engineer.

For Type 5 "Directional Bore" Conduit Installations, the warning tape shall not be required unless otherwise indicated on the Plans.

(k) Grounding, Lightning Protection, Insulation, and Circuit Continuity.

1. General.

Grounding electrodes (rods) shall be installed at all service equipment, cabinets, CommBoxes, Pull Boxes, and pole foundations as shown on the Plans or as required by the Engineer and in accordance with the NEC and NESC. CommBoxes and Pull Boxes require grounding electrodes only when armored fiber optic cables or electrical service conductors are being installed in said box [see **Item 729.03(q)4, "Installation of CommBox and Pull Box"**]. Hub Building and Generator equipment shall be grounded in accordance with their respective manufacturer requirements and in accordance with the NEC and NESC. The ground resistance value shall meet the values as defined within this Specification.

All metal enclosures, metallic conduits, raceways, armored fiber optic cable, and METALLIC junction boxes containing electric wires and equipment shall be bonded together and grounded to earth through the grounding electrode system.

The ITS Cabinet grounding system shall be isolated from any other grounding system, including a support pole grounding system.

The locate tone wire system shall be isolated from any other grounding system and shall not be extended into a cabinet or building [see **Item 729.03(j)4, "Installation of Locate Tone Wire"**].

Ground busbars shall be provided in equipment racks, enclosures, buildings, and structures as necessary.

Single grounding electrodes (rods) shall be driven vertically until the top of the electrode (rod) is at least 12 inches {305 mm} below the finished grade.

Where a grounding conductor passes through a metal conduit, a suitable grounding bushing shall be placed on each end of the conduit and connected to a ground wire.

A grounding conductor, either bare or having a green colored insulation, shall be extended from the service ground to all equipment and shall be used for grounding purposes only. The grounding conductor must be installed in one continuous length.

Exposed grounding electrode conductors shall be protected against physical damage. Unless otherwise indicated on the Plans or in these Specifications, the grounding electrode conductor shall be connected to the grounding electrode by exothermic welding, listed lugs, pressure connectors or clamps.

The ground conductor shall be isolated and insulated from any utility grounding equipment.

2. Grounding for Electrical Power Service.

For Electrical Power Service and in addition to the above general grounding requirements, the Contractor shall install grounding electrode conductor (ground wire) up the wood pole to a point adjacent to the uppermost span. This grounding electrode conductor shall be secured to the wood pole with hot-dipped galvanized wire staples on 12 inch {300 mm} centers from ground level to 8 feet {2.4 m}. Above 8 feet {2.4 m}, wire staples are to be installed on 24 inch {600 mm} centers.

Grounding electrode(s) (ground rod) shall be installed at the base of the pole and exothermically weld the grounding electrode conductor (wire) to the grounding electrode (rod).

The messenger wire shall be bonded to the grounding electrode conductor using a clamp.

3. Lightning Protection.

Lightning Protection shall be installed as shown on the Plans at all poles greater than or equal to 75 feet {22.8 m} in height and at Overhead Sign Structures.

4. Insulation Testing.

The Insulation Testing (a.k.a. Isolation Test) shall be performed for each conductor in the cable to determine insulation resistance. These tests shall be performed using the NEC as a guide. Any connected ITS devices/equipment are to be removed prior to testing to prevent damage. Any reading of less than 250,000 ohms to ground is unacceptable and shall be corrected. The Contractor shall remove the defective cable, install new cable, and the test be repeated. These insulation resistance tests shall be conducted in the presence of the Engineer.

5. Circuit Continuity Test.

The Contractor shall perform Circuit Continuity Tests. Each branch circuit shall be temporarily jumpered at its termination and the temporarily loop circuit measured for continuity to assure that no open circuits exist, that the branch circuit is according to Plan, that no high resistance connections exist and that each circuit is properly identified. Each circuit shall be marked with typed labels.

6. Ground Resistance Test.

At each grounding electrode (rod) location, a resistance to ground test shall be conducted by the Contractor in the presence of the Engineer. This test shall be conducted using a null balance earth tester with two auxiliary ground rods placed 50 ft and 100 ft {15 m and 30 m}, respectively, from the tested grounding electrode (rod). A reading of **5 ohms (Ω) or less** is satisfactory. Any reading greater than 5 ohms (Ω) will require the installation of additional grounding electrodes (rods) to be placed in a pattern as shown on the Plans and in accordance with the NEC. After adjustments in the grounding electrode (rod) configuration, the test shall be repeated (and grounding electrode configuration adjusted) until a reading of 5 ohms (Ω) or less is obtained or to the satisfaction of the Engineer.

If a ground resistance measurement of 5 ohms or less cannot be achieved with the addition of grounding electrodes totaling 80 feet in length, the Engineer may accept this 80 feet of grounding electrodes where soil conditions prevent the grounding system from achieving the 5 ohms value so long as the test results meet NEC requirement of no more than 25 ohms.

Commbbox with conductive optical fiber cables or electrical service conductors shall be grounded in accordance with the NEC. A reading of **25 ohms (Ω) or less** is satisfactory. Any reading greater than 25 ohms (Ω) will require the installation of additional grounding electrodes (rods) as detailed above. These cables shall be bonded together and grounded to earth through the grounding electrode in accordance with these specifications and the NEC.

Commbbox with non-conductive optical fiber cables and locate tone wire installed will not require a grounding system installed.

For aerial installations requiring a messenger wiring system, a grounding electrode shall be installed in accordance with these grounding requirements and **Item 729.03(j)5, "Installation of Messenger Wire"**. For this messenger wire system, a reading of **25 ohms (Ω) or less** is satisfactory unless otherwise directed by the pole owner and approved by the Engineer. Any reading greater than the specified ohms (Ω) resistance value will require the installation of additional grounding electrodes (rods) as detailed above.

Ground resistance test should not be performed after the earth surrounding the grounding electrodes (rods) has become wet due to weather or other means. Normal soil conditions and moisture content should be observed and noted on the ground resistance test results.

Ground enhancement materials (e.g. salts or other chemical treatments) are not to be allowed as an alternative in reaching the designated soil resistivity level.

The Engineer may require additional ground resistance testing to be performed after the completion of the Acceptance Test.

(I) Intelligent Transportation System (ITS) Cabinet.

1. General.

The Contractor shall assemble and install all necessary material and equipment and furnish a working ITS Cabinet as shown on the Plans and as specified within these Specifications.

ITS Cabinets shall be installed on poles, Overhead Sign Bridge (OHSB) Structures, mounting pads, or other methods as shown on the Plans and in accordance with these Specifications. Typically, ITS Cabinets are mounted on ITS poles except for DMS installations which are mounted on the OHSB structure supporting the DMS. ITS Cabinets being utilized as Hub Cabinets (i.e. fiber distribution hub application) are to be pad mounted.

All ITS Cabinets shall be furnished with mounting plates and other necessary hardware to mount the ITS Cabinet on a pole or foundation. The ITS Cabinet should be mounted as shown on the Plans or as directed by the Engineer. All items that are required to complete the ITS Cabinet installation shall be supplied by the Contractor.

ITS Cabinet installations shall include: power and communications run to and properly terminated within the cabinet; any required work and hardware to mount and/or anchor the cabinet; any fans, thermostat, or other electronic devices as shown on the Plans; any required patch cables for equipment housed within; any DIN rails, racks, or panels required for mounting or grounding equipment whether shown on the Plans or not; and any other equipment, materials, or labor needed to provide fully operational equipment within the cabinet housing.

ITS Cabinets being utilized as fiber optic hub cabinets shall also house the following: the trunk fiber optic cable storage and major routing points of the fiber optic network; the primary fiber distribution units; any required network switch gear; electrical power equipment; and various other devices. All hub cabinets shall be furnished with mounting plates and other necessary hardware to mount the ITS Cabinet on a foundation.

2. Wiring, Conductors and Terminal Blocks.

The Contractor shall enclose all cabling and wiring entering the cabinet housing in conduit. The Contractor shall securely and neatly dress all cabling and wiring inside the cabinet, including field wiring. The Contractor shall provide sufficient slack, minimum 2 feet {600 mm}, for cabinet equipment maintenance and re-termination of the field wiring. The Contractor shall route fiber drop cables into the cabinet to provide as much physical protection as possible; secure these drop cables through-out the cabinet; and strain-relieve these drop cables within the fiber termination unit.

The Contractor shall use stranded copper for all conductors, including those in jacketed cables, except for earth ground conductors, which may be solid copper. Neatly arrange all wiring, firmly lace or bundle it, and mechanically secure the wiring without the use of adhesive fasteners. All wiring and cabling shall be routed and secured to avoid sharp edges and to avoid conflicts with other equipment or cabling. Terminate all wiring on a terminal block, strip, busbar, or device clamp or lug; do not splice any wiring. Use a minimum 12 AWG for all conductors of 120 Volts AC circuits, unless otherwise shown on the Plans.

3. Surge Protection.

Surge-Protective Devices (SPDs) are required as defined in this Specification and shown on the Plans.

Surge-Protective Devices (a.k.a. surge suppression) shall be installed to protect all copper wiring and cabling entering the cabinet housing, except for the earth ground conductor. Terminate all wiring between cabinet devices and the transient surge suppressors, except for the video signal coaxial feed, on terminal strips. Use a minimum 16 AWG grounding of each surge-protective device, or larger if recommended by the surge-protective device manufacturer. Insulated green wire and connected the ground wire directly to the ground busbar. Do not "*daisy chain*" with the grounding wires of other devices including other surge suppressors. Dress and route grounding wires separately from all other cabinet wiring. Install grounding wires with the absolute minimum length possible between the surge-

protective device and the ground busbar. Label all surge-protective devices with silk-screened lettering on the mounting panel.

Use minimum 18 AWG insulated black wiring between the surge-protective device sockets and the terminal blocks for the protected circuits, or larger if recommended by the surge-protective device manufacturer.

4. Component Installation.

All components/devices of the ITS Cabinet assembly shall be rack mounted with Phillips-head machine screws. Install screws into tapped and threaded holes in the panels. These components/devices include but are not limited to terminal blocks, busbars, panel and socket mounted surge-protective devices, circuit breakers, accessory and equipment outlets, VDS interface, video encoders, fiber distribution units and field network switches. Fasten all other cabinet components with hex-head or Phillips-head machine screws installed with nuts (with locking washer or insert) or into tapped and threaded holes. These other components include, but are not limited to: door switches, fans, lights, thermostats, thermal blocks, and door lock mechanisms. Fasten stud-mounted components to a mounting bracket providing complete access to the studs and mounting nuts. All fastener heads and nuts (when used) shall be fully accessible with a complete ITS Cabinet assembly, and any component/device shall be removable without requiring removal of other components, panels, or mounting rails. Do not use self-tapping or self-threading fasteners.

5. Electrical Power Service.

The Contractor shall provide electrical power service in accordance with these Specifications and as shown on the Plans.

6. Grounding.

The Contractor shall provide the ITS Cabinet assembly with grounding and shall be connected upon ITS Cabinet installation in accordance with these Specifications and as shown on the Plans. The Contractor shall measure the resistance to ground at each ITS Cabinet location in the presence of the Engineer. Do not splice the ground conductor between the cabinet grounding terminal and the ground rod.

7. Mounting Brackets.

Where the ITS Cabinet is pole or structure mounted, the ITS Cabinet shall be installed utilizing mounting brackets and all appurtenances necessary in accordance with the Specifications and as shown on the Plans. ITS Cabinet shall not move or flex on the structure/pole once installed and with all equipment populated. Cabinet wall reinforcement by the cabinet manufacturer may be necessary.

8. Foundation (Mounting Pad).

Where the ITS Cabinet is pad mounted, a concrete mounting pad foundation shall be installed in accordance with the Specifications and as shown on the Plans.

9. Concrete Pad (Service Platform).

Where the ITS Cabinet is pole or structure mounted, a poured in place concrete pad shall be installed below the ITS Cabinet where the Plans show it as required. This concrete service platform pad shall be installed in accordance with the Specifications and as shown on the Plans.

(m) Electrical Power Service and Transformer.

The entity (City, County, State, etc.) that will be responsible for the eventual operation and maintenance of the fiber optic and/or ITS equipment will make application for electrical service upon notification that power service will be required. The Contractor shall inform the Engineer when power service is required at least 30 calendar days prior to the need of the electrical power service. This same entity will be responsible for the cost of the service connection and the monthly service billings thereafter.

The location of the utility service point and power source shown on the Plans is approximate. The Contractor shall determine the exact location, voltage, procedure, and materials required by the Utility Company. The Contractor shall obtain the Engineer's approval of this exact power/service location prior to installation.

When the service equipment is to be installed on a utility-owned pole, the Contractor shall furnish and install riser, conduit, conductors, and other necessary material to complete the installation of the service. The position of the riser and equipment will be determined by the Utility Company.

When the Contractor is to provide a lateral drop from the power source to the service pole, the Contractor shall arrange with the serving Utility Company to complete the service connections. The Contractor shall install the riser, conduit, conductors, enclosure and accessories, disconnect switch(es), meter base and service pole.

No cable used for power supply shall be spliced.

1. Service Pole (Wood Pole).

Service Pole (Wood Pole) shall be installed below grade a minimum depth equal to one-sixth the total pole height. Refer to AASHTO "*Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*", current edition.

All final pole locations shall be marked. The Engineer shall approve each location prior to the commencement of drilling of each hole.

When service pole is installed on a slope of 2:1 or greater, the installation depth shall be increase by 1 times the diameter of the pole (depth is to be measured from the down slope side of the pole.)

The backfill shall be native material in 1 foot {300 mm} lifts to match surrounding grade. Tamp each lift to 90 percent compaction.

Existing wood poles and required wood poles used to support messenger wire or to serve as the source of power shall be grounded.

2. Guy Wire.

Guy Wire (a.k.a. down guy) shall be installed in accordance with the requirements of this Section and as shown on the details in the Special and Standard Highway Drawings, unless otherwise shown on the Plans.

3. Transformer (Step-Up/Step-Down).

The Contractor shall provide step-up/step-down Transformers in accordance with these Specifications and as shown on the Plans.

(n) Intelligent Transportation System (ITS) Pole.

1. Installation and Handling.

The Contractor shall handle and install ITS poles (especially concrete poles) in accordance with the manufacturer's standard operating procedures, the requirements of **Section 718** and **Section 891**, and the following requirements:

a. Transportation, site handling and erection shall be performed by qualified personnel with acceptable equipment and methods.

b. ITS poles shall be lifted and supported during the manufacturing, stock piling, transporting and erection operations only at the lifting or support points, or both, as shown on the shop or erection drawings.

c. Erection drawings for each ITS pole shall be provided which identify the structure number, structure length, shipping weight, center of gravity and lifting points. Each ITS pole shall be clearly marked with the corresponding information.

d. Prior to unloading concrete ITS pole, shop drawings shall be reviewed to identify proper pick-up points for unloading, storage and erection procedures. A thru-hole may be provided at the proper single point pick-up location to enable a steel bar to be inserted as a safety stop for slings during the erection process (this bar is NOT a lifting device but serves only as a safety stop to prevent the sling from sliding).

e. Each ITS pole shall be vertical installed within 1/8 inch per 10 feet {3 mm per 3 m} of height.

f. The Contractor shall be responsible for digging holes for each concrete ITS pole. Concrete ITS poles shall be placed in hole using appropriate equipment and held in vertical position until backfill has been completed in order to maintain pole position.

2. Concrete Foundation.

For each ITS Pole that requires a concrete foundation, the Contractor shall submit Concrete Foundation design in accordance with **Section 718**. The foundation design shall

The Contractor shall notify the Engineer, who shall insure that conduit and elbows are securely attached, before concrete is poured.

The Contractor shall contact the Utility Companies to determine the location of underground utilities in the area where the foundations are to be located. The Contractor shall be responsible for repairing, to the satisfaction of the Utility Company, any utilities damaged by the Contractor.

3. Auger Base Foundation.

Auger Base Foundation (screw-in helix type) shall be for vehicle detection (i.e. radar and magnetometers) installations on metal ITS poles only as shown on the Plans and defined within these Specifications. Auger Base Foundation shall be installed by being augered into place per the manufacturer's installation and standard operating procedures. If the auger base foundation cannot be installed by augering and upon the Engineer's prior approval, the auger base foundation may be installed by being encased in concrete.

If recommended by the auger base manufacturer, a pilot hole may be used to facilitate the installation of an auger base foundation. The diameter and depth of the pilot hole shall not exceed the maximum dimensions as calculated and specified by the manufacturer.

Auger Base Foundation shall also conform to the installation requirements of **Section 718** and **Section 891**, except for the concrete encasement allowance option as defined in this Section.

The Contractor shall contact the Utility Companies to determine the location of underground utilities in the area where the foundations are to be located. The Contractor shall be responsible for repairing, to the satisfaction of the Utility Company, any utilities damaged by the Contractor.

(o) Hub Building.

1. General.

Hub Building components shall include, at a minimum, the following: hub building, foundation footing, HVAC system, interior electrical distribution system, lighting, fire extinguisher, lightning protection system, interior and exterior grounding, generator with automatic transfer switch, and other items as indicated within these Specifications and shown on the Plans. This work shall include site preparation, procurement, transportation, and installation of a Hub Building with conduit connections to the size and number of conduits specified on the Plans.

Hub Building shall be placed at the designated location on and anchored to the concrete slab with slab foundation being a minimum of 1 foot above grade, said slab supplied by the Contractor as per the Specifications and as shown on the Plans. All Hub Building joints are to be sealed as recommended by the building manufacturer.

The Contractor shall provide three (3) sets of Hub Building keys to the Engineer no more than 18 hours after Hub Building installation.

The required outside surface treatment (e.g. paving, graveling, etc.) and fencing around the Hub Building shall be paid under their respective pay items and as shown on the Plans.

2. Electrical Power Service.

The Contractor shall provide Electrical Power Service in accordance with these Specifications and as shown on the Plans. This includes a Generator with Automatic Transfer Switch and Uninterruptible Power Supplies (UPSs).

3. Gas Utility Service.

The Contractor shall provide Gas Utility Service in accordance with these Specifications and as shown on the Plans.

4. Grounding.

The Contractor shall provide grounding in accordance with these Specifications and as shown on the Plans.

5. Security Fence.

A security fence shall be installed around the Hub Building as shown on the Plans. The security fence and gate for the Hub Building will be paid for using other pay item(s) as shown on the Plans.

6. Hub Building Foundation.

A concrete foundation footing shall be installed in accordance with the Specifications and as shown on the Plans.

(p) Gas Utility Service.

The location of the utility service point and gas source shown on the Plans is approximate. The Contractor shall coordinate with the local gas Utility Company to determine the exact location,

procedure, and materials required for each service point. The Contractor shall obtain the Engineer's approval of this exact service location prior to installation. Depending upon local codes, a permit may be required and is the responsibility of the Contractor.

The Contractor shall provide necessary items not provided by the local gas Utility Company to make said service connection to the Hub Building Generator and associated equipment. This typically includes the fuel line which consists of gas piping from the gas meter to the generator along with connection to the generator. The local gas Utility Company typically provides the meter set (gas meter along with a gas line pressure regulator if required) and the service line (piping from main distribution line to meter set). The gas service components are to meet or exceed applicable installation requirements of the American Gas Association (AGA), National Fuel Gas Code (NFGC), and the local gas Utility Company.

Gas Utility Service shall also conform to the requirements of **Section 646** and **Section 861**.

After Contractor completes the fuel line installation and prior to the Utility Company making connection; this gas utility service installation will be subject to inspection and approval as required by local codes.

The entity that will be responsible for the eventual operation and maintenance of the Hub Building (or other infrastructure requiring such utility as shown on the Plans) will make application for gas utility service upon notification that service will be required. The Contractor shall inform the Engineer when gas service is required at least 30 calendar days prior to the need of said service. After which, the Contractor may arrange with the serving gas Utility Company to complete the service connection. The Department's Area Office (or other entity as noted above or indicated on the Plans) will be responsible for the cost of the service connection by the Utility Company and the monthly service billings thereafter.

(q) Miscellaneous Infrastructure.

The Contractor shall assemble and install all necessary material and equipment and furnish working equipment as shown on the Plans and as specified within the Specifications. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor.

Wiring connections in poles shall be environmentally sealed using a minimum of watertight electrical connectors, mastic electrical splicing tape, and standard electrical tape.

1. Connector Termination Procedures.

The procedure to be used for the termination of the **SC** connectors used and shall meet that process set out in that connector manufacturer's Standard Operating Procedure for the field installation. Fiber optic connectors shall meet the assertion loss for connectors as specified within the Specifications.

The Contractor shall perform the final inspection of connector faces with a 200X scope.

2. Installation of Splice Closure (Underground and Aerial).

Splice Closures are required for housing and managing outside plant fusion splices, whether installed in underground or aerial applications.

When splicing inside a building or cabinet, a splice center shall be provided in rack or wall space utilizing fiber distribution units (FDUs) as indicated on the Plans and in accordance with **Article 729.03(c), "Fiber Distribution Units (FDU), Connectors, and Fan-Out Kit"**.

Splice Closure shall be installed per manufacturer's Standard Operating Procedure, whether installed underground or aerially.

The application and installation of an aerial splice closure shall be performed in such a manner as to allow complete splice access after closure placement. This access shall be without the removal of the closure or electrical bonds from the messenger wire. The splicing procedure and splice tray storage within the closure shall be performed in such a process as to allow for aerial re-entry and inspection of the closure.

The Contractor shall provide aerial splice closure with manufacturer recommended mounting hardware for attaching to the messenger wire. The Contractor shall not be allowed to mount any splice closures on utility poles.

The Contractor shall also provide and submit, for Engineer approval, the splice closure mounting hardware cut-sheets with the Material Submittal package.

3. Installation of Riser Assembly.

The Contractor shall furnish and install Riser Assembly in accordance with the Plans. The Riser Assembly shall consist of a metallic riser, backplates, mounting brackets, supports, any accessories, and required hardware as defined within the materials section and as shown on the Plans. The Riser Assembly shall be installed in conformance to the details shown on the Plans and meet all applicable NEC, NEMA and NESC requirements, along with any special Utility Company pole attachment requirements for the pole being attached.

For electrical service installations, the riser shall utilize a conduit, unless otherwise shown on the Plans.

For fiber optic installations, the riser shall utilize a U-Guard with backplate, unless otherwise shown on the Plans. The riser end attached to the wood pole shall be foam filled. The Contractor shall be responsible to calculate the minimum bend radius of the fiber optic cable and shall install the riser and fiber optic cable accordingly.

4. Installation of CommBox and Pull Box.

The Contractor shall install CommBoxes in the four steps specified in the Standard/Special Project details. A poured in place concrete collar shall also be installed around the CommBox in accordance with the Specifications when required by the Standard/Special Project Details and as shown on the Plans. This concrete collar shall be formed separately from any ITS concrete pole or structure foundations.

The Contractor shall install Pull Boxes as shown on the Plans.

The Contractor shall also install the Cable Rack for storing fiber optic cable maintenance coils and mounting splice closures within the CommBox and Pull Box as specified within this Specification and as shown on the Plans. The Contractor shall submit, for Engineer approval, the Cable Rack shop drawings/cut-sheets of the materials to be installed with the Material Submittal package.

No drilled holes shall be allowed in CommBoxes or Pull Boxes unless specified otherwise as shown on the Plans and accepted by the Engineer.

A grounding electrode (rod) shall be installed at CommBox and Pull Box locations where armored fiber sheaths for fiber optic cables and electrical service conductors are required to be grounded in accordance with the NEC and this Specification.

5. Installation of Fiber Marker Post.

Fiber Marker Post shall be installed according to the placement specified in the Standard/Special Project details. Fiber marker post shall be anchored with manufacturer's recommended anchoring system.

A "proof check" sample for the fiber marker post dome graphics, of quantity one, shall be produced and provided to the Engineer prior to procurement of the remaining units. The Contractor is required to obtain the Engineer's approval of the production fiber marker post including the dome cover label graphics prior to subsequent procurements by the Contractor. If the Contractor does not obtain approval prior to subsequent procurements, the Contractor assumes the risk of the fiber marker post being rejected even after installation. No payment shall be made to the Contractor if the fiber marker post is rejected.

Fiber marker post shall be placed no later than three days following the installation of the conduit that shall contain fiber optic cables. The Contractor shall be responsible for safeguarding the conduit and cables during the installation of the fiber marker posts. Any conduit or cables damaged during marker post installation shall be removed and replaced at the Contractor's expense.

6. Installation of Frequency Locate Marker.

Frequency Locate Markers shall be installed according to the placement specified in the Standard/Special Project details. Frequency Locate Markers shall be anchored with manufacturer's recommended anchoring system.

Frequency Locate Markers shall be placed no later than three days following the installation of the CommBox. The Contractor shall be responsible for safeguarding the conduit and cables during the installation of the Frequency Locate Markers. Any conduit or cables damaged during Frequency Locate Marker installation shall be removed and replaced at the Contractor's expense.

7. Installation of Surge-Protective Devices.

a. All conducting cables (i.e. communication, data, and power) entering the ITS Cabinet shall be surge protected as indicated on the Plans and in accordance with **Sub-Article 893.17(i), "Surge Protection"**.

b. Hub Buildings shall be surge protected as indicated on the Plans and in accordance with **Article 893.15, "Hub Building"** and **Sub-Article 893.17(i), "Surge Protection"**.

c. Electrical Power Service shall be surge protected as indicated on the Plans and in accordance with **Article 893.13, "Electrical Power Service and Transformer"** and **Sub-Article 893.17(i), "Surge Protection"**.

d. Dynamic Message Sign shall have surge protection in accordance with **Item 893.07(a)9, "Transient Protection"** and **Sub-Article 893.17(i), "Surge Protection"**.

(r) Testing.

1. Terminology.

Wherever the following terms are used in **Section 729** and **Section 893** the intent and meaning shall be interpreted as follows:

- **ITS Electronic Equipment** - Electronic equipment and/or devices paid for under **Article 729.04** and **Article 729.05**.
- **Interoperability** - The capability to operate devices from different manufacturers or different device types within the same communications system.

2. General.

Testing is a critical component of an ITS project. Not only does testing ensure the project was constructed as shown on the Plans and as specified within the Specifications, but it also validates the intent of the system. The following tests are conducted as part of each ITS project: Bench Testing, Field Testing, and Acceptance Testing.

The Contractor shall secure a test site for the Bench Test as shown on the Plans and as specified within this Specification. The test site must be submitted by the Contractor at the Pre-Construction meeting for approval by the Engineer. The Contractor shall provide the test location and facility, which shall be in the State of Alabama and within a twenty-five (25) mile radius of the project limits unless otherwise approved by the Engineer. If the Contractor fails to get test location approval prior to commencing any tests, the Contractor may be required to move testing to another site at the Contractor's expense.

There will be no direct payment to the Contractor for the cost of a suitable test site and for the setting up of the equipment for these tests. Testing should include all applicable items required to complete testing.

The Contractor shall notify the Engineer to schedule an Acceptance Test a minimum of seven (7) calendar days before each proposed test date. After successfully confirming attendance of all necessary personnel, the Engineer shall provide the approved test date to the Contractor and all attendees.

The Contractor shall perform tests in the presence of the Engineer. When problems arise during testing, the Engineer can require the Contractor to have a qualified technical representative on site during the specific testing. The Contractor shall arrange, at no additional expense to the Department, the attendance of the equipment manufacturer's qualified technical representative.

If any ITS electronic equipment requires re-test, the above minimum test information shall be provided for each re-test per each piece of equipment.

Once a test is completed, a copy of the Test Result Documentation shall be submitted to the Engineer within seven (7) calendar days following completion of test activities. Any given test session is considered incomplete until the Engineer has approved the documentation for that test session.

It shall be the Contractor's responsibility for successful completion of each test. Any equipment which fails any tests shall be subject to re-test at no additional cost to the Department.

The Engineer's approval of test procedures, Test Result Documentation, and witnessing of such tests shall not relieve the Contractor of their responsibility to provide a completely acceptable and operating ITS project.

3. Bench Test.

The Contractor shall perform a Bench Test on all ITS electronic equipment and ITS Cabinets prior to installation. The Bench Test shall be performed by the Contractor at the approved test location and witnessed by the Engineer.

The Bench Test shall consist of the following two test phases:

- a. The Visual Inspection phase shall consist of visually inspecting all Intelligent Transportation System (ITS) electronic equipment, ITS Cabinets and materials to insure there is no physical damage; and that the equipment and cabinets conform to their approved material submittal cut sheets.
- b. The Manufacturer's Startup and Diagnostics test phase shall consist of the Contractor performing the manufacturer's out-of-the-box startup and diagnostic test for each piece of ITS electronic equipment, using the respective manufacturer's recommended startup diagnostics, configuration, and testing. The Contractor shall submit with the Material Submittal the manufacturer's recommended startup and diagnostic test procedures for review and approval prior to conducting the Bench Test.

The Contractor shall supply all temporary wiring and cabling (e.g. CAT-5/6/6A, RS-232/422/485, DVI, VGA, Coaxial, etc.), laptop, diagnostic software, and electrical service necessary for the Bench Test.

Test Result Documentation for the Bench Test, for each item in full contract quantity, shall be submitted to the Engineer for approval. The Engineer's approval shall be in writing.

The Contractor shall deliver all manufacturers' configuration and diagnostic software to the Engineer at the completion of the Burn-In.

4. Field Test.

The Field Test shall demonstrate that the ITS electronic equipment is properly operating, configured, and transmitting data to ALDOT's Intelligent Transportation Systems software applications as shown on the Plans and as specified within the Specifications. This test is conducted in the field at each ITS device site.

The Contractor shall not begin the Field Test until all ITS electronic equipment has successfully passed the Bench Test and its Test Result Documentation has been approved by the Engineer in writing.

Before beginning any Field Test, the Contractor shall develop and submit for the Engineer's written approval a "*Functional Operations Test Procedures (FOTP)*" document. The purpose of the "FOTP" document is to: (1) identify the functional requirements to be tested; (2) define the test procedure steps required for testing these functional requirement(s); and, (3) identify the expected results for successfully passing each test procedure.

The "FOTP" document shall consist of the following items for each requirement to be tested, at a minimum:

- Identify the ITS equipment to be tested;
- Provide wiring diagram/sketch of the test setup configuration;
- Identify and state the functional requirement(s) for equipment;
- Identify any equipment and materials needed to perform the tests;
- List the test steps to be performed; and,
- Identify and define the expected results for successfully passing each test step (clearly identify pass/fail criteria).

The Contractor shall submit to the Engineer the "FOTP" document in its entirety such that a thirty (30) day review process may occur by the Engineer. No Field Test at any given site can begin until the "FOTP" document has been accepted by the Engineer.

The Contractor shall not begin any Field Test until all work at that location is complete.

The Contractor shall perform a Field Test for each individual device at the site.

The Field Test shall consist of the following:

a. Visual Inspection.

The Visual Inspection shall consist of the Engineer visually inspecting all ITS electronic equipment, ITS Cabinets and materials to ensure that they were not damaged while being transported from the Bench Test location to the project site and being installed.

b. Field Demonstration.

The field demonstration shall consist of the Contractor demonstrating to the satisfaction of the Engineer the following minimum requirements:

ITS electronic equipment, ITS Cabinets and associated materials have been installed as shown on the Plans;

ITS electronic equipment has been properly connected (including the patch cables, fiber drop cable, and cable termination);

Perform Continuity Test on supplied network, coaxial, DVI and VGA cabling; and, Inspect the installation of grounding and the surge protection systems (includes performing and successfully completing the Insulation Test, Continuity Test, and Ground Resistance Test as shown on the Plans and as specified within this Specification).

c. Performing Functional Operation Test Procedures (FOTP).

The Functional Operations Test Procedures shall consist of the Contractor demonstrating to the satisfaction of the Engineer the following minimum requirements:

- Demonstrate that each piece of ITS electronic equipment is fully operational by performing the manufacturer's recommended startup and diagnostic test procedures.
- Demonstrate that each piece of ITS electronic equipment performs their respective specific functional requirements (as outlined within the following CCTV and VDU equipment requirements within this Specification; and, as detailed in their respective Specifications and on the Plans); and,
- Demonstrate that each piece of ITS electronic equipment transmits data to the ATMS software located at ALDOT's Area Traffic Management Center (TMC). [ALDOT Area TMC personnel and/or Computer Service Bureau's ATMS Support personnel will verify if the transmitted data is received properly by the ATMS software.]

The following ITS electronic equipment shall be tested for these minimum functional requirements:

i. *Closed Circuit Television (CCTV) Equipment:*

The Contractor shall furnish a laptop, the manufacturer's CCTV Embedded Protocol Control Software, and a 13-inch or larger color video monitor to demonstrate full operation of the CCTV camera. This demonstration of operation shall include: pan, tilt, focus, zoom, iris, position feedback, and communications address configuration. The video signal strength shall be measured at the video connector of the communications equipment.

ii. *Vehicle Detection (VDU) Equipment:*

The Contractor shall furnish a laptop with the manufacturer's configuration, diagnostic, and monitoring software to demonstrate full operation of the VDU equipment. VDU equipment is typically (A) Radar Vehicle Detection (RVD) and/or (B) Bluetooth Vehicle Detection (BVD) devices as setup in the project. This demonstration of operation shall respectively include: (A) true presence detection, vehicle count, occupancy, speed information, and communications address configuration; and (B) point-to-point detection of vehicles carrying devices that utilize Bluetooth technology, collection of anonymous Media Access Control (MAC) address of these Bluetooth devices, includes date/time stamps as MACs are collected, and necessary software/firmware that determines real-time and statistical travel time data (e.g. travel times, traffic speeds, etc.). The testing for the Functional Accuracy Requirements as specified in Section 739 shall be included.

The Contractor and the Engineer shall perform the "FOTP" tests for each device installed at the site being tested. Results shall be documented on these "FOTP" test report forms.

The Contractor shall supply all temporary wiring and cabling (e.g. CAT-5/6/6A, RS-232/422/485, DVI, VGA, coaxial, etc.), laptop, and diagnostic software necessary for the Field Test and performing the Functional Operations Test Procedures.

The Contractor shall generate Test Result Documentation for the Field Test which shall be broken down by project site and include all ITS electronic equipment installed at each site. The complete package of the Test Result Documentation for the Field Test shall be submitted to the Engineer for acceptance. The Engineer's acceptance shall be in writing.

5. Acceptance Test.

The Acceptance Test shall demonstrate that the ITS electronic equipment installed in the field is properly communicating, operating and configured through ALDOT's Intelligent Transportation Systems software applications.

The Contractor shall not begin the Acceptance Test until all ITS electronic equipment has successfully passed the Field Test and its Test Result Documentation has been approved by the Engineer in writing. The Acceptance Test is typically conducted at the ALDOT TMC closest to the project location. However, the Engineer may approve a different location to conduct the Acceptance Test at his/her discretion.

The Contractor shall perform an Acceptance Test for each individual site.

The Contractor shall not begin the Acceptance Test until all work at each site is complete and Field Test results accepted by the Engineer.

The Acceptance Test shall consist of performing the FOTP that were conducted as part of the Field Test.

The Contractor shall generate Test Result Documentation for the Acceptance Test. The Acceptance Test shall be submitted to the Engineer for acceptance. The Engineer's acceptance shall be in writing.

(s) Burn-In.

The Contractor shall perform Burn-In on the ITS electronic equipment, ITS Cabinets and materials to ensure their proper operation, interoperability and service for an extended time frame within actual field conditions and without any failures or maintenance problems.

The Contractor shall not begin the Burn-In until the Acceptance Test has been successfully completed for all sites and approved by the Engineer in writing.

After confirming all sites have successfully completed the Acceptance Test, the Engineer shall send written notice to the Contractor and all necessary personnel of the authorized Burn-In start date.

The Burn-In Period shall be thirty (30) consecutive calendar days without system failure. During the Burn-In Period, the Contractor shall expeditiously perform any necessary adjustment and replace any malfunctioning parts of the equipment required to place the system in an acceptable operational condition to the satisfaction of the Engineer. No extra compensation will be allowed for any work so required, such being considered incidental to furnishing and installing a complete operational system.

During the Burn-In Period, time charges shall be suspended if all other work has been completed and accepted pending the results of the Burn-In.

The Contractor shall deliver the As-Built Drawing package and all the ITS device manufacturers' Embedded Protocol Control software packages to the Engineer at the completion of the Burn-In.

The Burn-In Period is intended to be concurrent for all sites within the project. However, the Engineer may elect due to a state of emergency to allow multiple concurrent Burn-In periods to occur based on a breakdown of the project at his/her discretion (e.g., DMS sites, Camera sites, individual sites, etc.).

An equipment failure during the Burn-In Period is defined as a condition where a component stops functioning. A system failure is defined as a condition under which the system is unable to function as a whole or in significant part to provide the services as designated. While a single component failure may not constitute a system failure, chronic failure of that component or component type may be sufficient to be considered a system failure as determined by the Engineer. What constitutes a chronic failure shall be agreed upon in writing by the Contractor and the Engineer prior to beginning the Burn-In.

ITS electronic equipment which has repeated failures (repeated failures are defined as more than two in a thirty-day period) during the Burn-In Period shall be replaced by the Contractor at no cost to the Department. Field Test must be conducted for the new equipment and the Engineer's acceptance shall be obtained for said testing. Upon satisfactory completion of the testing, the Engineer will provide written authorization to commence with a thirty (30) day Burn-In Period for the new equipment.

Final acceptance shall mean successful completion of Burn-In to the satisfaction of the Engineer.

If any equipment or device fails to complete the thirty (30) day Burn-In Period, the Burn-In Period shall be suspended and time charges resumed. The Burn-In Period will not be restarted except when the following has been met:

- Repairs to the malfunctioning equipment/device have been satisfactory completed; and,
- The repaired equipment/device is to be re-tested and proven to be properly functioning.

Only upon the Engineer's acceptance of the repaired equipment/device, will the Contractor be allowed to resume the Burn-In Period.

General communication outage or failure due to hardware is considered a system failure in any case. Communication failure due to a minor component may not be a system failure. Specifically exempted as system failures are failures caused by accident, natural disasters, or other external forces. The Engineer will advise the Contractor in writing when it considers that a system failure has occurred, or a chronic failure exists.

Each system failure during this Burn-In Period shall require restarting the clock plus an additional two (2) calendar days of successful operation prior to being eligible for final acceptance (i.e., if there are two system failures during the initial 30 day period, the period would be increased by 4 days). Successful completion of the Burn-In Period shall occur at the end of thirty (30) complete calendar days of operation without a system failure ascribable to hardware, software, or communications components.

The Contractor shall generate Test Result Documentation for the Burn-In which shall include at a minimum:

- Documentation for any ITS electronic equipment failures, system failures or communications failures;
- Document corrective actions taken by the Contractor for equipment repairs;
- Any re-test documentation for the repaired or replacement equipment;
- All manufacturers' ITS electronic equipment protocol control software; and,
- All manufacturers' configuration and diagnostic software along with licenses transferred to the Department.

This Test Result Documentation shall also consist of the minimum applicable information as specified within Acceptance Test of the Specification. Once the Burn-In Period is successfully completed, the Contractor shall submit the complete package of the Test Result Documentation for Burn-In to the Engineer for acceptance. The Engineer's acceptance shall be in writing, which acknowledges receipt of the Test Result Documentation along with verification that Burn-In was successfully completed.

If equipment or device failures occur, the Engineer may request for the Contractor to submit advance copies of the Burn-In Test Result Documentation so as to gain insight to the equipment problems and any corrective actions taken to date.

(t) Training.

The Contractor shall provide installation, operations and maintenance training for up to ten (10) people. Training shall be performed by product manufacturer(s) for the ITS electronic equipment installed on the Project; and shall be performed both in the field and in the office (or classroom). Training shall include all applicable items required to complete training.

The Contractor shall notify the Engineer to schedule training a minimum of seven (7) calendar days before the proposed training date. After successfully confirming attendance of all necessary personnel, the Engineer shall provide the accepted training date to the Contractor and all attendees. The Contractor shall be responsible for coordinating accepted training date with the product manufacturer instructor(s), along with any field and in-office preparations for completing this training. The Contractor shall take into consideration any time necessary for product manufacturer's instructor(s) travel (including lead times for booking flights and/or rental cars, time for actual commutes, and time for any field or classroom setup).

The Contractor shall include in the cost of training all supplies, equipment, materials, user manuals, handouts, travel, and subsistence necessary to conduct the training. A training notebook shall be provided to each trainee in a labeled 3-ring binder.

The Contractor shall submit the proposed training package to the Engineer for acceptance. The training package shall include detailed course curriculum(s), detailed daily training schedule, draft manuals, handouts, and resumes of all instructors. This training package shall be submitted a minimum of thirty (30) calendar days prior to scheduling training. The Engineer shall review the proposed training materials and reserves the right to request modifications to the training program and materials as appropriate. The Engineer's acceptance of the training package shall be in writing.

Training shall not last for more than eight (8) hours of any given day (i.e., twenty-four (24) hours of training would be conducted over at least a three (3) day period). Training shall be a mixture of formal classroom and hands-on training, and at least half of the training shall be hands-on. Training shall be conducted at a facility approved by the Engineer and shall be completed within sixty (60) days after completion of Burn-In. Upon the request of the Contractor, the Engineer may approve training to be conducted prior to completion of Burn-In.

The training shall be for the ITS electronic equipment as shown on the Plans or as specified within the Specifications; and, for any modifications or enhancements made by the Contractor to ALDOT's Intelligent Transportation Systems software applications or overall ITS system.

Training material shall serve not only as training course guidance, but also as a quick reference guide for future use by the attendee. A copy of all training material, in reproducible form, shall be delivered to the Engineer after training is complete.

(u) Warranty.

The Contractor shall warrant and guarantee the satisfactory in-service operation of all ITS equipment and all related apparatus, specified or implied within the Specifications and as shown on the Plans, for a warranty period of one (1) year following the completion of partial acceptance for maintenance. The Contractor's warranty shall be a written guarantee that the ITS equipment will be fully functional and will remain free of defects in material and workmanship during said warranty period.

Upon successful completion of a required Burn-In Period, the Contractor may request partial acceptance for maintenance, as addressed by **Sub-Article 105.15(b)**, of the portion or component of the work covered by the Burn-In. The Engineer will review the request and will issue partial acceptance for maintenance if the installation has been acceptably completed. The warranty period will then start for that portion or component of the work.

During the warranty period, the Contractor shall repair with new materials, or replace at no charge, any device, product, or other material containing a warranty defect. During the support period, the Contractor shall enter a precise description of any necessary repair work performed into a logbook. All materials returned from warranty repairs shall be made through the distributor or manufacturer at no additional charge. Warranty repairs and replacements shall be completed within two weeks from date of return to the distributor or manufacturer.

Before final payment is made, the Contractor shall supply ALDOT's Construction Bureau a letter setting forth the dates of the guarantees giving a telephone number, an address, and a person to contact for any required warranty service.

The Contractor shall transfer any available manufacturer's warranties or guarantees to the Department. These warranties and guarantees shall be continuous throughout their duration and state that they are subject to such transfer.

The Department will not make the final payment for work under this Section until the warranties, guaranties and contact information are furnished to the Engineer.

729.04 Method of Measurement.

The Intelligent Transportation Systems shall be measured for payment by the appropriate items complete, in place, acceptably installed, tested and operational in accordance with the following:

- ITEM 729-A: Fiber Optic Cable with number of fibers indicated shall be measured per linear foot.
- ITEM 729-B: Fiber Distribution Unit, Fan-Out Kit, and Fiber Optic Patch Cable shall be measured by each unit installed.

- ITEM 729-C: Network Device shall be measured by each unit installed.
- ITEM 729-D: Camera shall be measured by each unit installed.
- ITEM 729-E: Vehicle Detection Systems shall be measured per each device installed.
- ITEM 729-F: Dynamic Message Sign shall be measured by each unit installed.
- ITEM 729-G: Environmental Sensor shall be measured by each unit installed.
- ITEM 729-H: Highway Advisory Radio shall be measured by each unit installed.
- ITEM 729-I: Conduit, Conductor, Locate Tone Wire, Messenger, and Warning Tape shall be measured per linear foot.
- ITEM 729-J: ITS Cabinet shall be measured by each unit installed.
- ITEM 729-K: Electrical Power Service and Transformer shall be measured per each site/unit installed.
- ITEM 729-L: Pole shall be measured by each unit installed.
- ITEM 729-M: Building shall be measured per lump sum.
- ITEM 729-N: Miscellaneous Infrastructure shall be measured by each unit installed.

729.05 Basis of Payment.

Unless otherwise indicated below, all payments shall be made in increments of:

1. Up to 70% of the contract unit price upon successful completion of the BENCH TEST and installation of item(s). [Partial payments may be made in accordance with Article 109.07 up to this percentage.];
2. Additional 15% of the contract unit price upon completion of the FIELD TEST; and,
3. Final 15% of the contract unit price upon completion of the ACCEPTANCE TEST (BURN-IN).

(a) Unit Price Coverage.

ITEM 729-A. FIBER OPTIC CABLE, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following: fiber optic cable with the number of fibers indicated; attached to messenger wire and pulled through conduit when required; all required connections; fiber optic cable tags and labeling; aerial slack brackets; manufacturer and Contractor warranties; and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work. (*Please Note:* Conduit, Messenger Wire, Fiber Marker Post, and Fusion Splicing are separate pay items.)

ITEM 729-B. FIBER DISTRIBUTION UNIT, FAN-OUT KIT, FIBER OPTIC PATCH CABLE, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Fiber Distribution Unit: including housing, panels, connectors, connector barrels, zip ties, clamps, cable trays, cable management organization, and labels; all adapters/couplings, for the number of fibers indicated, all required termination splicing; mounting brackets and hardware;
- b. Fan-Out Kit: fan-out kit with adapters/couplings, for the number of fibers indicated;
- c. Fiber Optic Patch Cable: fiber optic patch cable of functional length required to connect the associated equipment and FDUs; connectors, connector barrels, and associated hardware;
- d. manufacturer and Contractor warranties;
- e. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

Fan-Out Kit and Fiber Optic Patch Cable will be paid at 100% of the contract bid price upon completion of the installation of these items.

ITEM 729-C. NETWORK DEVICE, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Network device with all necessary electrical components, including but not limited to wiring, cabling, harnesses, and indicators;
- b. Wireless Licensing (including wireless path loss analysis and testing, frequency coordination, FCC application process, and associated costs/fees);

- c. Network hook-up, fiber optic transceivers field and head-end, wireless communication devices (antenna, dishes, remote and head-end), communication modules with data cables (CAT 5E/6/6A patch cables, antenna cables and mounts);
- d. Equipment mounts;
- e. Power hook-up; power supplies with power cables;
- f. Surge protection for communication/data and power; grounding system;
- g. Manufacturer's operational software package(s) and firmware;
- h. Initial configuration, Acceptance Testing with Burn-In, complete device documentation, manufacturer and Contractor warranties and support;
- i. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-D. CAMERA, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Camera assembly complete with all components including, but not limited to: camera, lens, pan/tilt drive, control electronics and environmental enclosure, cables (power, video and control), housing assembly and mounting brackets;
- b. camera/video drivers, control and diagnostics software, initial configuration; complete camera documentation/manuals;
- c. Network connection and configuration;
- d. Surge protection for communication/data and power;
- e. Power supplies with cabling and connection;
- f. Grounding system; air terminals and lightning protection system;
- g. Testing (including all test report/packages, electronic files and deliverables), Training (including all instructors, travel, classroom and field materials, electronic files and deliverables), and Acceptance Testing with Burn-In;
- h. Manufacturer and Contractor warranties and support;
- i. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-E. VEHICLE DETECTION SYSTEMS, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Vehicle Detection Systems complete with all components including, but not limited to: vehicle detection unit(s) (e.g. sensors, repeaters, access points, antenna), control and interface equipment (e.g. detection system processor, communication interface panel, cabinet interface unit), cables (power, data and control), housing assembly, and mounting brackets (with pole extensions if required);
- b. Vehicle Detection device/equipment drivers, control and diagnostics software, initial and post configuration (e.g. software setup and programming, adjusting detection zones, adjustment for repeaters and access points); license(s); complete Vehicle Detection Systems documentation/manuals;
- c. Network connection and configuration;
- d. Surge protection for communication/data and power;
- e. Power supplies with cabling and connection;
- f. Grounding system; air terminals and lightning protection system (if required);
- g. Testing (including all test report/packages, electronic files and deliverables), Training (including all instructors, travel, classroom and field materials, electronic files and deliverables), and Acceptance Testing with Burn-In;
- h. Manufacturer and Contractor warranties and support;
- i. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-F. DYNAMIC MESSAGE SIGN, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. All electrical, electronic, or electromagnetic components use in any DMS assembly, including but not limited to capacitors, potentiometers, resistors, semiconductor devices, transformers, inductors, circuit breakers, switches, terminal blocks, wiring, cabling, harnesses, indicators, electromechanical shutter units, light emitting diodes and modules, lamps, driver boards, sign control logic boards, opto-isolation cards, photosensors, sign electronics power supply, pin and socket connectors, PCB connectors, wire connectors, PCB assemblies, fans, filters, and warning beacons;
- b. All DMS housing components including, but not limited to: the walk-in housing assembly and mounting hardware, DMS platform and housing door, and maintenance safety eyebolts;
- c. DMS controller and remote controller, if any;
- d. Network connection and configuration;
- e. Power supplies with cabling and connection;
- f. Surge protection for communication/data and power;
- g. Grounding system; air terminals and lightning protection system;
- h. Software/driver interfaces, control and diagnostics software, initial configuration; complete DMS documentation;
- i. Testing (including all test report/packages, electronic files and deliverables), Training (including all instructors, travel, classroom and field materials, electronic files and deliverables), and Acceptance Testing with Burn-In;
- j. Manufacturer and Contractor warranties and support;
- k. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-G. ENVIRONMENTAL SENSOR, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Environmental Sensor system including, but not limited to: air temperature sensor, relative humidity sensor, visibility sensor, precipitation rate sensor, barometric pressure sensor, wind speed and direction sensor, pavement precipitation depth sensor, and either an in-road or remote road pavement sensor, as shown on the Plans;
- b. Environmental Sensor data processing unit and remote controller, if any;
- c. All Environmental Sensor housing components including, but not limited to: the housing assembly, and mounting brackets (with pole extensions if required) and hardware;
- d. Environmental Sensor device/equipment drivers, control and diagnostics software, initial and post configuration (e.g. software setup and programming, adjusting sensors); license(s); complete Environmental Sensor(s) documentation/manuals;
- e. All wiring, cabling, harnesses and connections; Network connection and configuration;
- f. Surge protection for communication/data and power;
- g. Power supplies with cabling and connection;
- h. Grounding system; air terminals and lightning protection system (if required);
- i. Testing (including all test report/packages, electronic files and deliverables), Training (including all instructors, travel, classroom and field materials, electronic files and deliverables), and Acceptance Testing with Burn-In;
- j. Manufacturer and Contractor warranties and support;
- k. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-H. HIGHWAY ADVISORY RADIO, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Highway Advisory Radio complete with all components including, but not limited to: radio transmitter, digital recorder/player, GPS synchronizer, HAR enclosure/cabinet, antenna subsystem, and mounting hardware;
- b. HAR local and remote controller, if any;
- c. Highway Advisory Radio device drivers/interfaces, HAR system software (including control and diagnostics software), initial configuration; FCC license(s); complete HAR documentation/manuals;
- d. All wiring, cabling, harnesses and connections; Network connection and configuration;
- e. Surge protection for communication/data and power;
- f. Power supplies with cabling and connection;
- g. Grounding system; air terminals and lightning protection system (if required);
- h. Testing (including all test report/packages, electronic files and deliverables), Training (including all instructors, travel, classroom and field materials, electronic files and deliverables), and Acceptance Testing with Burn-In;
- i. Manufacturer and Contractor warranties and support;
- j. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-I. CONDUIT, CONDUCTOR, LOCATE TONE WIRE, MESSENGER, and WARNING TAPE, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Conduit: including pull tape, conduit hangers, brackets, coupling, conduit lubricant, accessories, supports, attachment hardware, hardware, fittings, trenching, placing, joining, attaching to structure, backfilling, seeding and mulching of disturbed areas, disposal of debris;
- b. Conductor or Locate Tone Wire: including hardware, fittings, trenching, placing, joining, attaching to structure, backfilling, seeding and mulching of disturbed areas, disposal of debris;
- c. Messenger: messenger wire, lashing, down guy, mounting brackets, supports, accessories, insulators, hardware and fittings, couplings, grounding electrode system;
- d. Warning Tape: including print proofs, tape splicing components, trenching, placing, backfilling, seeding and mulching of disturbed areas, disposal of debris;
- e. Friction Reduction Multiduct Sleeve: sleeve material and pull tape;
- f. Manufacturer and Contractor warranties;
- g. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-I will be paid at 100% of the contract bid price upon installation.

ITEM 729-J. ITS CABINET, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Cabinet complete with documentation, base mount foundation, pole mount attachment hardware, incidental hardware;
- b. Fully mounted, either pole, base, or pedestal, as shown on the Plans with all required conduits.
- c. Electrical wiring, transformers, breakers, fans, switches, interior lighting, terminal blocks, receptacles, panel board, surge protection, cable racks, equipment bays, other devices as indicated, and all associated incidental equipment inside the cabinet;
- d. Grounding electrode system;
- e. Manufacturer and Contractor warranties and support;
- f. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-K. ELECTRICAL POWER SERVICE and TRANSFORMER, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Electrical Power Service: including enclosure, circuit breaker(s), disconnect switch(es), transient/surge protection, weather head, vertical conduit(s) and riser; meter base installation (as required by the utility);
- b. Transformer: including enclosure, disconnect switch(es), transient/surge protection, step-up/step-down transformer(s), vertical conduit(s) and riser;
- c. All wiring from utility service to the meter base and connections (*Please Note*: Lateral/horizontal conductors, after the service disconnect/meter base, are separate pay items.);
- d. Wood pole(s), guy wire, excavating, backfilling, attachment hardware, grounding system, and attachment to local utility;
- e. Manufacturer and Contractor warranties;
- f. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-L. POLE, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing and installing, complete in place, as shown on the Plans, with the following:

- a. Complete Pole assembly with all components including, but not limited to: pole, tenon (if required), foundation (if required, with reinforcing steel, rebar, anchor bolts, conduits, auger and base plate), design calculations, weather head(s), vertical conduit and riser;
- b. Guy wire (if required),
- c. Drilling, excavation and backfill, attachment hardware;
- d. Grounding system; air terminals and lightning protection system (if required);
- e. Manufacturer and Contractor warranties;
- f. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-L will be paid at 100% of the contract bid price upon completion of the installation of the pole.

ITEM 729-M. BUILDING, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Hub Building complete with all interior lighting, receptacles, switches, panel board, wiring/conductors/conduits, surge protection, grounding system, security system, cable racks, generator (with concrete pad), automatic transfer switch, and other devices as indicated;
- b. Installed complete on a foundation with all utilities connected and operational, incidental hardware, and gas source for the generator, at no separate cost to the Department;
- c. Manufacturer and Contractor warranties and support;
- d. and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

ITEM 729-N. MISCELLANEOUS INFRASTRUCTURE, measured as noted above, will be paid for at the contract bid price, which shall be full compensation for furnishing, installing, and testing, complete in place, as shown on the Plans, with the following:

- a. Fusion Splicing: fusion splices, fusion heat shrink sleeves and incidentals, testing, and documentation (All splices and terminations shall be accurately and fully documented on forms supplied by the Department. No payment for splices or terminations shall be made unless forms have been accurately completed by the Contractor and approved by the Engineer.);
- b. Splice Closure: splice closure housing with seals, splice organizer, splice trays, mounting brackets, hardware, and accessories;

- c. Riser Assembly: riser, backplate, conduit, couplings, weatherhead, standoffs, mounting brackets, supports, hardware, and accessories;
- d. CommBox: communication box with cover, cable rack system, attachment hardware, base material, and concrete collar; grounding electrode system (where required); excavation, backfilling, seeding and mulching of disturbed areas; disposal of debris;
- e. Pull Box: pull box with cover, cable rack system, cable management, attachment hardware, supports, and all necessary accessories; grounding electrode system (where required);
- f. Fiber Marker Post: post, dome with graphics label and sleeve, and anchor;
- g. Frequency Locate Marker: locate marker unit and labeling;
- h. Uninterrupted Power Supply: control/monitoring unit, batteries, transient/surge protection, wiring, network card, mounting, and incidental hardware and software;
- i. Manufacturer and Contractor warranties; and for all materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

Fusion Splicing, Splice Closure, Riser Assembly, CommBox, Pull Box, Fiber Marker Post and Frequency Locate Marker will be paid at 100% of the contract bid price upon completion of the installation of these items.

(b) Payment will be made under Item No.:

- 729-A Fiber Optic (1) Cable, ____ - per linear foot
- 729-B Fiber Distribution Unit, (2) - per each
Fan-Out Kit - per each
FO Patch Cable, (3) - per each
- 729-C Network Device, (4) - per each
- 729-D Camera, (5) - per each
- 729-E Vehicle Detection System (6) - per each
- 729-F Dynamic Message Sign, (7) (8) - per each
- 729-G Environmental Sensor, ____ - per each
- 729-H Highway Advisory Radio, (9) - per each
- 729-I Conduit, (10) - per linear foot
Conductor, (11) - per linear foot
Locate Tone Wire - per linear foot
Messenger - per linear foot
Warning Tape - per linear foot
- 729-J ITS Cabinet, Type ____ - per each
- 729-K Electrical Power Service (12) - per each
Transformer (13) - per each
- 729-L Pole, (14) - per each
- 729-M Building, (15) - per lump sum
- 729-N Miscellaneous Infrastructure, ____ - per each

- (1) Specify Cable Type [Trunk, Drop, or Armored]
- (2) Specify Fiber Distribution Unit Type [Primary or Secondary]
- (3) Specify FO Patch Cable Type and Length
- (4) Specify Network Device Type
- (5) Specify Camera Type [Fixed, Positioner, or Dome]
- (6) Specify Detection Type [Radar, Magnetometer, or Bluetooth]
- (7) Specify Dynamic Message Sign Type [Walk-In, Front Access, or Dedicated]
- (8) Specify Dynamic Message Sign Size
- (9) Specify Highway Advisory Radio Type [Permanent or Portable]
- (10) Specify Conduit Type [Exposed, Underground, Rigid Metallic, Reinforced Thermosetting Resin, or Friction Reduction Multiduct Sleeves] and Size [1 1/2", ..., 2 x 2 Inch]
- (11) Specify Conductor Size [8 AWG, 6 AWG, 4 AWG, 2 AWG, 1 AWG, 1/0 AWG, 2/0 AWG, 3/0 AWG, 4/0 AWG, 250 KCMIL, 400 KCMIL, or 500 KCMIL]
- (12) Specify site location
- (13) Specify Transformer Type and/or Size

- (14) Specify Pole Type [Concrete, Steel or Fiberglass]
 (15) Specify Building Type and/or Site location

SECTION 893

INTELLIGENT TRANSPORTATION SYSTEMS MATERIALS

893.01 General.

The following are the requirements for Intelligent Transportation Systems (ITS). These requirements may be supplemented or amended by the requirements given elsewhere in the proposal, on the Plans, and on the details in the Special and Standard Highway Drawings.

Requirements as specified within these Specifications shall comply with the latest applicable editions of the National Electrical Code (NEC) (a.k.a. NFPA 70), the American Society of Testing and Materials (ASTM), the American National Standards Institute (ANSI), National Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), National Electrical Safety Code (NESC) (a.k.a. ANSI/IEEE C2), the Underwriter's Laboratory Incorporated (UL), International Organization for Standardization (ISO), Telecommunications Industry Association (TIA), the International Telecommunications Union (ITU), Institute of Electrical and Electronics Engineers (IEEE), Electronic Industries Alliance (EIA), the National Transportation Communications for ITS Protocol (NTCIP), and the applicable standards, specifications, and regulations of ALDOT. In case of conflict with cited Standard Publications and the Specifications, the requirements of the Specifications shall govern.

(a) Compatibility.

All ITS devices and equipment shall be fully compatible and integrated with the current version of: "ALDOT's Intelligent Transportation Systems software applications" (also known as ALDOT's Advanced Transportation Management System or "ALDOT ATMS"); ALDOT's ITS communications network; and, ALDOT's communication network management system. All items that are required to complete the installation and ensure a fully functional and operational system shall be supplied by the Contractor. Items required but not listed shall be at no direct pay. All components supplied by the Contractor are the responsibility of the Contractor.

893.02 Fiber Optic Cable.

(a) General.

1. Manufacturer Standards and Requirements.

Each fiber optic cable shall meet all the following criteria:

- a. Manufacturer shall be Certified in accordance with International Organization for Standardization ISO 9001.
- b. Each cable shall meet the requirements of ANSI/Insulated Cable Engineers Association (ANSI/ICEA S-87-640) "Standard for Optical Fiber Outside Plant Communications Cable" (a.k.a. TIA-472D000) and United States Department of Agriculture (USDA) Rural Utilities Service (RUS) 7 Code of Federal Regulations (CFR) 1755.900.
- c. Fiber optic cable shall be factory tested and documented to pass and/or adhere to, and in accordance with, the following tests:

Telcordia GR-20	"Generic Requirements for Optical Fiber and Optical Fiber Cable"
ASTM-D1248, Type II, Class C, Category 4, Grade 4	"Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable"
ASTM-D1603	"Standard Test Method for Carbon Black in Olefin Plastics"
ASTM-D3895	"Standard Test Method for Oxidative-Induction Time of Polyolefins by Differential Scanning Calorimetry"

ASTM-D4565	<i>"Standard Test Methods for Physical and Environmental Performance Properties of Insulations and Jackets for Telecommunications Wire and Cable".</i>
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- d. Fiber optic cable shall also be factory tested and documented to pass and/or adhere to, and in accordance with the most current ANSI/TIA/EIA-455 *"General Requirements for Standard Test Procedure for Optical Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices, and other Fiber Optic Components"*. The Fiber Optic Test Procedures (FOTPs) addenda, as they are applicable to the required fiber optic cable, are as follows:

ANSI/TIA/EIA-455-3	<i>"FOTP-3 Procedure to Measure Temperature Cycling Effects on Optical Fiber Units, Optical Fiber, and Other Passive Fiber Components"</i>
ANSI/TIA/EIA-455-25	<i>"FOTP-25 Impact Testing of Optical Fiber Cables"</i>
ANSI/TIA/EIA-455-28	<i>"FOTP-28 Measuring Dynamic Strength and Fatigue Parameters of Optical Fibers by Tension"</i>
ANSI/TIA/EIA-455-31	<i>"FOTP-31 Proof Testing Optical Fibers by Tension"</i>
ANSI/TIA/EIA-455-33	<i>"FOTP-33 Optical Fiber Cable Tensile Loading and Bending Test"</i>
ANSI/TIA/EIA-455-37	<i>"FOTP-37 Low or High Temperature Bend Test for Fiber Optic Cable"</i>
ANSI/TIA/EIA-455-41	<i>"FOTP-41 Compression Loading Resistance of Optical Fiber Cables"</i>
ANSI/TIA/EIA-455-62	<i>"FOTP-62 Optical Fibres - Part 1-47: Measurement Methods and Test Procedures - Macrobending Loss"</i>
ANSI/TIA/EIA-455-78	<i>"FOTP-78 Optical Fibres - Part 1-40: Measurement Methods and Test Procedures - Attenuation"</i>
ANSI/TIA/EIA-455-80	<i>"FOTP-80 Optical Fibres - Part 1-44: Measurement Methods and Test Procedures - Cut-Off Wavelength"</i>
ANSI/TIA/EIA-455-81	<i>"FOTP-81 Compound Flow (Drip) Test for Filled Fiber Optic Cable"</i>
ANSI/TIA/EIA-455-82	<i>"FOTP-82 Fluid Penetration Test for Fluid-Blocked Fiber Optic Cable"</i>
ANSI/TIA/EIA-455-104	<i>"FOTP-104 Fiber Optic Cable Cyclic Flexing Test"</i>
ANSI/TIA/EIA-455-113	<i>"FOTP-113 Polarization-Mode Dispersion Measurement for Single-Mode Optical Fibers by the Fixed Analyzer Method"</i>
ANSI/TIA/EIA-455-175	<i>"FOTP-175 Optical Fibres - Part 1-42: Measurement Methods and Test Procedures - Chromatic Dispersion"</i>
ANSI/TIA/EIA-455-176	<i>"FOTP-176 Optical Fibres - Part 1-20: Measurement Methods and Test Procedures - Fibre Geometry"</i>
ANSI/TIA/EIA-455-181	<i>"FOTP-181 Lightning Damage Susceptibility Test for Fiber Optic Cables with Metallic Components"</i>
ANSI/TIA/EIA-455-191	<i>"FOTP-191 Optical Fibres - Part 1-45: Measurement Methods and Test Procedures - Mode Field Diameter"</i>

These industry standards listed above shall be of the most current active version. If a standard is withdrawn by the authorizing organization, then the superseding standard(s) shall apply.

All fiber optic cable supplied and utilized on this project shall be from a single (one) United States (U.S.) resident manufacturer who can demonstrate that said manufacturer is regularly, and for a minimum of five (5) previous years (continuous), engaged in the production of each, every and all specified fiber optic cable(s) herein and shall warrant that said cable(s) shall be produced

utilizing the manufacturing processes for said cable(s) noted within this Specification. All fiber optic cable(s) supplied and utilized shall be manufactured from U.S. made components only, with the exception of aramid yarn.

In the event that U.S. resident manufactured fiber optic cable is readily unavailable due to excessive lead time, as specified by the Construction Engineer, for production, the Contractor may submit, with or prior to the material submittals, a Non-U.S. based cable manufacturer cable meeting requirements to the Engineer for consideration of acceptance. The Contractor shall submit to the Engineer letters from U.S. based manufacturers documenting the excessive lead time.

2. Fiber Optic Characteristics.

Each optical fiber shall be glass and consist of a doped silica core surrounded by concentric silica cladding. All fibers shall be sufficiently free of surface imperfections and inclusions to meet the optical, mechanical and environmental requirements as specified within the Specifications.

The coating shall be dual layered, ultraviolet (UV) cured acrylate. The coating shall be mechanically or chemically strippable without damaging the fiber.

The required optical fiber grade shall reflect the maximum individual fiber attenuation, to guarantee the required performance of every fiber in the cable.

Only single-mode all-dielectric fiber optic cables shall be used unless otherwise specified on the Plans.

Optical fiber shall also meet the following criteria:

PARAMETERS	SINGLE-MODE VALUES
Standards	International Telecommunication Union (ITU)-T G.652.D International Electrotechnical Commission (IEC) 60793-2-50 Type B.1.3 Dispersion unshifted single-mode TIA 492-CAAB
Type	Step Index
Core Diameter	8.3 μm (Nominal)
Proof Tensile Test	100 kpsi {0.69 GN/m ² or 0.69 GPa}
Operating Temperature Range	-22°F to 158°F {-30°C to 70°C}
OPTICAL SPECIFICATIONS	
Attenuation (Maximum): @ 1310 nm-1625 nm (SM) @ 1550 nm (SM)	$\leq 0.4 \text{ dB/km}$ $\leq 0.3 \text{ dB/km}$
Cut-Off Wavelength (λ_{cc})	$\lambda_{cc} \leq 1260 \text{ nm}$
Mode Field Diameter (MFD): Nominal range @ 1310 nm	$(8.6 \mu\text{m} - 9.5 \mu\text{m}) \pm 0.6 \mu\text{m}$
Dispersion (Maximum): @ 1285 nm - 1330 nm @ 1550 nm	$\leq 3.3 \text{ ps}/(\text{nm} \cdot \text{km})$ $\leq 18 \text{ ps}/(\text{nm} \cdot \text{km})$
Chromatic Dispersion, Zero Dispersion (λ_0)	$1300 \text{ nm} \leq \lambda_0 \leq 1324 \text{ nm}$
Wavelength Zero Dispersion Slope (S_0)	$S_0 \leq 0.092 \text{ ps}/(\text{nm}^2 \cdot \text{km})$
GLASS GEOMETRY	
Cladding Diameter	$125.0 \mu\text{m} \pm 1.0 \mu\text{m}$
Core to Cladding Offset	$\leq 0.8 \mu\text{m}$
Cladding Non-Circularity	$\leq 1.0\%$
COATING GEOMETRY	
Coating Diameter (OSP)	$250 \mu\text{m} \pm 15 \mu\text{m}$

3. Cable Markings.

Cable markings shall be indent printing with white characters on the outer jacket. The characters shall be approximately 3 mm in height and spaced to produce good legibility. The cable shall be sequentially marked at 3 feet {0.91 m} intervals maximum. The length marks will not run through zero on any length of cable. The length markings are to be in feet. The maximum variance between the actual cable length and marked cable length is $\pm 1\%$.

Each length of cable shall be marked with the following legend:

“(Mfg. name) OPTICAL CABLE (Cable Description) (Mfg. month and year)
(telecommunications headset symbol) ALDOT XXXF”

where “XXX” denotes the number of fibers within the cable.

Note: Special marking of “ALDOT XXXF” is not required if the individual reel cable length is less than 6,300 feet {1,920 meters}.

No re-marking of cables is allowed without prior approval by the Engineer.

4. Color Coding.

Buffer tubes and individual optical fibers within those buffer tubes shall adhere to ANSI/TIA/EIA-598-C “*Optical Fiber Cable Color Coding*” as follows:

1 = Blue (BL)	2 = Orange (OR)	3 = Green (GR)	4 = Brown (BR)	5 = Slate (SL)	6 = White (WH)
7 = Red (RD)	8 = Black (BK)	9 = Yellow (YL)	10 = Violet (VI)	11 = Rose (RS)	12 = Aqua (AQ)

where legend for above is: “fiber/tube number = color code (abbreviation)”.

For cables containing more than 12 buffer tubes, use the color code shown above for tubes 1 through 12, and use stripes or tracers in conjunction with the standard color code for tubes 13 through 24.

The colors shall be stable during temperature cycling and not subject to fading or smearing onto each other or into the gel-filling/water blocking material. Ensure colors do not cause fibers to stick together.

5. Outside Plant (OSP) Manufacturing.

All optical fiber cables shall be outside plant cable and loose tube. Fiber cable shall contain the fiber count as shown on the Plans with 6 or 12 fibers per buffer tube as allowed for cable type (trunk, drop, etc.).

A layer of aramid yarns, along with at least one ripcord, shall be applied over the buffer tube bundle, producing the cable core.

The cable core interstices and buffer tubes interstices shall be protected from water intrusion by water blocking material. Water blocking material shall be gel or dry; and, be designed to prevent the ingress of water. Water blocking material shall be non-hygroscopic, non-nutritive to fungus, electrically non-conductive, and homogeneous. Water blocking material shall also be free from dirt and foreign matter and readily removable with conventional non-toxic solvents.

Cable jacket shall be a circular extrusion medium density polyethylene (MDPE) of 1.3 mm minimum thickness with no bubbles or blisters and shall be suited for conduit, duct, direct burial and aerial lashing. Jacketing material shall be directly applied over the central tensile strength members and water blocking material.

The buffer tubes shall have a 2.5 mm outer diameter. Each tube shall have water blocking material as specified above. Buffer tubes shall be wrapped around the central strength member in reverse oscillation manner (a.k.a. S-Z spanning) so that the cable may be broken into and fibers selectively broken out without having to cut the entire cable.

6. Quality Assurance and Packing.

The cable shall be packaged wound on spools or reels. Each package shall contain only one continuous length of cable. The packaging shall be as to prevent damage to the cable during shipping and handling.

When the cable length creates a reel weight exceeding 800 lbs. {362.87 kg}, the manufacturer shall be required to supply the cable on a large wooden reel and the reel shall be lagged with wooden staves. The cable shall be covered with a thermal wrap. The outer end of the cable shall be securely

fastened to the reel head so as to prevent the cable from becoming loose in transit. The inner end of the cable shall project a minimum of 10 feet {3.0 m} into a slot in the side of the reel or into housing on the inner slot of the drum, in such a manner to make it available for testing. An arbor hole of 1.5 inch {3.8 cm} minimum is required.

Test tails shall be at least 6.5 feet {2.0 m} and accessible from the outside of the reel. The inner end shall be fastened so as to prevent the cable from becoming loose during shipping and installation. End seals shall be applied to each end of the cable to prevent moisture from entering the cable. Reels shall be permanently marked with an identification number that can be used by the manufacturer to trace the manufacturing history of the cable and the fiber.

Each reel shall be plainly marked to indicate the direction in which it should be rolled to prevent loosening of the cable on the reel.

Documentation shall accompany each reel. The documentation shall indicate the attenuation of each cable fiber in dB/km. The attenuation shall be measured at 1310 nm and 1550 nm for single-mode.

Each reel shall have stenciled on the reel or a weatherproof reel tag firmly attached identifying (at a minimum) the following:

- Name of Cable Manufacturer and Address
- Type Fiber Optic Cable
- Number of Fibers
- Length of Cable (ft/m)
- Reel Number
- Direction of Rotation
- "DO NOT LAY REEL ON SIDE"

A cable reel data sheet (a.k.a. manufacturer's certified test report) shall accompany each cable reel. The following information (at a minimum) shall be included:

- Name of Cable Manufacturer and Address
- Cable Number
- Reel Number
- Year of Manufacture
- Factory Order Number
- Customer Purchase Order Number
- Type Fiber Optic Cable
- Number of Fibers
- Measured Attenuation of Each Fiber (for lengths > 1000 m)
- Ordered Length (ft/m)
- Actual Shipped Length (ft/m)

This cable reel tag and data sheet are to be delivered to the Engineer as defined in the Construction Section of this Specification.

(b) Trunk Cable.

All optical fiber trunk cables shall be outdoor rated cable (non-plenum) and loose tube. Trunk cable shall contain the fiber count with 12 fibers per buffer tube as shown on the Plans.

Trunk fiber cable shall have a maximum pulling tension rating of 600 lbf {2700 N} or as recommended by the manufacturer. Trunk cable must be able to withstand a minimum bending radius of 10 times the cable diameter under no load and 20 times the cable diameter under load without affecting the performance characteristics of the cable. Maximum pulling tension shall be 600 lbf {2700 N} during installation (short-term) and 180 lbf {810 N} long-term installed or as recommended by manufacturer.

(c) Drop Cable.

All optical fiber drop cables shall be outdoor rated cable (non-plenum) and loose tube. Fiber drop cable shall contain the fiber count of 6 or 12 fibers per buffer tube as shown on the Plans.

In addition to the GENERAL requirements previously listed, each drop cable shall also meet the requirements of ANSI/ICEA S-110-717, "Standard for Optical Fiber Drop Cable" (a.k.a. ANSI/TIA-472F000).

Drop cable shall be sheathed with flame retardant polyvinyl chloride (PVC) and shall be an all-dielectric manufacturing. The nominal jacket thickness shall be 1.4 mm and shall be applied directly over the tensile strength member(s). The PVC jacket shall contain carbon black to provide ultra-violet (UV) protection and shall not promote the growth of fungus. The cable shall meet the requirements of the NEC Section 770 for Non-Plenum Applications - Applicable Flame Tests: ANSI/UL 1666 and shall be rated OFNR (optical fiber nonconductive riser).

Drop cable with 12 fibers or less shall be a single buffer tube with a maximum pulling tension rating of 300 lbf {1350 N} during installation (short-term) and 90 lbf {400 N} long-term installed or as recommended by manufacturer. Drop cable with more than 12 fibers shall have multiple buffer tubes of 12 with a maximum pulling tension of 600 lbf {2700 N} during installation (short-term) and 180 lbf {810 N} long-term installed. The buffer tubes shall have a 2.5 mm outer diameter. Each tube shall be dry with either water blocking yarn, powder, or liner. Buffer tubes shall be wrapped around the central strength member in a reverse oscillation manner (a.k.a. S-Z spanning) so that the cable may be broken into and fibers selectively broken out without having to cut the entire cable.

(d) Armored Cable.

All optical fiber armored cables shall be outdoor rated cable (non-plenum) and loose tube. Armored cable shall contain the fiber count with 12 fibers per buffer tube as shown on the Plans. Armored cable shall also contain a corrugated steel tape armor located between two MDPE jackets (i.e., double-jacketed).

Armored fiber cable shall have a maximum pulling tension rating of 600 lbf {2700 N} or as recommended by manufacturer. Armored cable must be able to withstand a minimum bending radius of 10 times the cable diameter under no load and 20 times cable diameter under load without affecting the performance characteristics of the cable. Maximum pulling tension shall be 600 lbf {2700 N} during installation (short-term) and 180 lbf {810 N} long-term installed or as recommended by manufacturer.

Armored fiber optic cable with messenger wire manufactured within the cable shall NOT be allowed for aerial cable. Similarly, no metallic central strength member serving as a messenger wire shall be allowed for aerial cable. Aerial fiber optic cable may be armored or not armored.

(e) Aerial Slack Bracket.

Aerial Slack Bracket (a.k.a. snowshoes) shall be used for the management of aerial fiber optic cable slack storage loops (a.k.a. maintenance coils). The aerial slack bracket shall protect the minimum bending radius of the fiber optic cable.

The aerial slack bracket shall be nonconductive, polymer based, ultra-violet (UV) treated plastic, rated twenty-years in the outdoor environment. Stainless steel hardware shall be used for attaching this aerial slack bracket to the messenger wire. Predrilled holes shall be included along the bracket for securing the fiber optic cable to the bracket.

(f) Fiber Optic Tag.

1. General.

All fiber optic cabling shall be labeled with a unique identification in a permanent and consistent manner that is approved by the Engineer prior to installing fiber cable. The Engineer shall provide the Contractor with the identifications to be used.

All fiber cable tags shall be of a material designed for long term permanent labeling of fiber optic cables and shall be marked with permanent ink on non-metal types or embossed lettering on metal tags. Metal tags shall be manufactured of stainless steel. Non-metallic tags shall be nonconductive, polymer based, ultra-violet (UV) resistant, rated twenty-years in the outdoor environment, and durable to extreme weather conditions. Cable tag and label materials shall be approved by the Engineer.

2. Aerial Fiber Cable Labeling.

Aerial fiber optic cable tag shall be nonconductive, polymer based, ultra-violet (UV) resistant, rated twenty-years in the outdoor environment, and durable to extreme weather conditions.

Aerially-mounted fiber optic cable shall be marked with a yellow retroreflective tag with black print containing the graphic system as shown on the Plans. The tags shall make the cable identifiable

as ALDOT fiber when viewed from ground level. The black on yellow graphic system shall not fade, peel or chip.

See corresponding Construction Section for fiber optic cable label “*proof check*” sample and approval requirements.

893.03 Fiber Distribution Units (FDU), Connectors, and Fan-Out Kit.

(a) General.

1. Distribution Hardware.

The following material specifications covers Fiber Distribution hardware requirements from the headend and hub, primary fiber distribution unit (PFDU) to secondary fiber distribution unit (SFDU) which are utilized within the individual cabinets and communication closets within buildings or within hub buildings.

2. Fiber Optic Connectors.

Fiber Optic Connectors shall be Type LC for all new network installations. The use of Type ST, SC, or FC connectors are only allowable for connections to existing equipment or as specified in the Plans or in these Specifications. Fiber optic connectors shall meet the requirements of TIA/EIA-604, “*Fiber Optic Cable Interchangeability Standards (FOCIS)*” along with the associated test document addendum FOCUS-3. Fiber optic connectors shall be Telcordia GR-326 certified and must meet applicable TIA/EIA-4750000, IEC 61754, and JIS C5973 standards. Ensure that ST and FC connectors include a metallic body.

Connector and adapter plug bodies for single-mode fiber optic cable shall be blue in accordance with color coding requirements of TIA/EIA-568-C.3 “*Optical Fiber Cabling Components Standard*”.

Fiber optic connectors shall not exceed 0.25 dB insertion loss per connector across a single fiber regardless of whether field or factory, mechanical or heat cure epoxy terminated.

(b) Primary Fiber Distribution Unit (PFDU).

Primary Fiber Distribution Unit (PFDU) shall be utilized within the primary hub and headend facility that is in support of the hub distribution system and the primary network. This point in the system allows the distribution of signals directly to the network electronics via a jumper/patchcord cable management system.

1. The PFDU is characterized as modular, powder coated aluminum.
2. The termination method for PFDU shall be field termination of inbound fiber cable and patchcord method of connectivity to other outbound cables and network electronics. PFDU may also use pre-terminated factory connector build-outs (Pre-terminated Connector Assemblies) with adapter ports preinstalled as an alternative method.
3. The PFDU shall be mountable within a 19 inch {482.6 mm} EIA-310 rack or bay and have a typical dimension of approximately 8 inches {203.2 mm} high (i.e., 4-U), by 19 inches {482.6 mm} wide by 18 inches {457.2 mm} deep.
4. The PFDU hardware shall be easily adaptable for bay routing of patchcords and cable.
5. Each PFDU maximum connector capacity shall be 72 or 144 fibers, 12 adapter panels.
6. The maximum number of adapters per build-out shall be twelve.
7. PFDU may include factory connector build-outs with adapter ports preinstalled.
8. PFDU shall manage splice trays capable of handling the PFDU maximum capacity of fiber splices.

(c) Secondary Fiber Distribution Unit (SFDU).

Secondary Fiber Distribution Unit (SFDU) shall be wall mounted or 1U as required by cabinet for device to be installed. Mounting shall use brackets and/or backer plates; no exterior wall penetrations shall be allowed. SFDU shall be small enough to fit in limited area or wall space.

1. SFDU is characterized as modular, powder coated aluminum.
2. SFDU may include pre-terminated factory connector build-outs (Pre-terminated Connector Assemblies) with adapter ports preinstalled.
3. SFDU shall be modular with separate splicing, connector, and jumper managements.
4. SFDU panels shall come in 12 or 24 fiber capacity, project specific.
5. SFDU shall manage splice trays capable of handling 24 fiber splices, minimum.
6. The maximum number of adapters per build-out shall be twelve.

(d) Fan-Out Kit.

Fan-Out Kits shall be used on all loose tube and central core fiber optic cable at each terminal end when cable end is to be terminated. The fan-out kit can be an individual buffer tube kit, a multiple buffer tube kit, or spider design kit. All fan-out kits shall have a minimum of 24 inch {61 cm} of tubing, measured from cable end to the back of the connector body, covering each fiber when installation is complete. Fan-out kits shall be rated for outdoor use within a temperature range of -22°F to 158°F {-30°C to 70°C}.

Only one type of fan-out kit may be used on any one project.

(e) Heat Cure Epoxy Connectors.

Heat Cure Epoxy Connectors shall be ceramic ferrule, nickel plated zinc connector body (composite connector body for corrosive atmospheres), 125µm diameter fiber, with the fiber permanently secured within the ferrule with epoxy (heat epoxy cured or air dried) as specified by the connector and/or the epoxy manufacturer. The operating temperature shall be between -40°F to 167°F {-40°C to 75°C}.

(f) Mechanical Connectors.

Mechanical Connectors shall be high-precision ceramic ferrule connectors with guaranteed insertion loss 0.2 dB typical/0.5 dB maximum per connector pair for single-mode. Cleaver, mating tool and mechanical connector shall be of the same manufacturer and specified to be compatible. Mating tool to install the mechanical connector shall be handheld operated and provide immediate verification that proper mating of the mechanical connector was successful or unsuccessful. Cleaver shall include dual stage clamping which holds the fiber (1st stage) before cleaving (2nd stage). Cleaver shall use a diamond blade for high-precision. Mechanical connectors shall not require epoxy or post installation polishing.

(g) Pre-terminated Connector Assemblies.

Pre-terminated Connector Assemblies (i.e., Factory Connector Build-Outs, or pigtails) consist of fiber optic cables with factory-installed connectors on one end of the cable and an un-terminated optical fiber on the other. Pre-terminated Connector Assemblies shall meet the optical fiber and cable requirements within this Specification. The connectors on the factory connector build-out shall be heat cured epoxy connectors meeting specified requirements. Pre-terminated Connector Assemblies shall be installed with fusion splices; and, shall be equivalent in length of the fan-out field termination approach. Splices shall be housed in the appropriate fiber distribution equipment and installed using heat shrink protectors. Fusion splice shall meet specified requirements for maximum attenuation loss.

Pre-terminated Connector Assemblies' optical fiber shall match the mode field diameter (MFD) of the fiber optic cable to which it will be spliced. MFD must be matched to minimize dB losses between optical fibers.

(h) Patch Cable.

Fiber optic Patch Cable assembly (a.k.a. patchcords or jumpers) shall be all-dielectric, single-mode fiber design with the appropriate termination as required herein and as shown on the Plans. The fiber optic cable and optical fiber shall meet the General requirements of **Sub-Article 893.02(a)**. Patch cable shall be yellow in color (single-mode) and shall incorporate tight buffered fiber, aramid yarn strength member and an outer jacket. Fiber patch cables shall be pre-connectorized; and shall meet the connector requirements herein and as shown on the Plans.

All single-mode duplex patch cables, zip cord or round, shall have connector boots of two (2) colors: white or off-white for one leg of the duplex cord (non-printed zip leg) and blue for the opposite leg (printed zip leg) of the duplex cord in accordance with TIA/EIA-568.3-D "*Optical Fiber Cabling Components Standard*".

All connectors used shall have an operating temperature range of -22°F to 158°F {-30°C to 70°C}. Each connector is to have a minimum of a 1.0 inch {25 mm} strain relief boot and shall match the patch panel and/or fiber equipment being connected without adaptors.

Each assembly shall be fully tested per the Fiber Optic Association (FOA) Standard FOA-2 to verify that the patch cable does not exceed the acceptable loss of the connector and fiber cable. Each assembly shall be individually packaged within a plastic bag that shall have the submitted manufacturer's part number marked clearly on the outside of bag. Each patch cable shall be labeled as directed by the Engineer.

893.04 Network Devices.

(a) General.

The following Network Device material specifications covers equipment requirements for ethernet network elements (links, nodes, switches, etc.) which will provide the ITS communications network from the Regional/Area Traffic Management Center to the ITS field components and other stakeholders. These Network Devices will typically reside within the individual cabinets and communication closets within buildings or within hub buildings.

Network Devices and components shall be provided and installed at all locations as shown on the Plans. Furnished materials and equipment shall be new, free from defects, and manufactured using the highest quality, commercially available components and techniques to assure high reliability and minimum maintenance. Hardware and fittings shall be galvanized, stainless steel or other non-corrosive metal.

1. Managed Ethernet Switch (MES).

The Managed Ethernet Switch (MES) shall be equipped to operate at Fast Ethernet (10/100 Mbps) data rates for local devices and gigabit (1000 Mbps) Ethernet rates for all uplink ports. MES shall be metal housing construction and have diagnostic light emitting diodes (LED), including link, TX, RX, and power LEDs. The Contractor shall provide items such as cables, connectors, software, modules, Small Form Pluggable (SFP) optics, etc. which are necessary for a complete and operational system. MES shall have an operating temperature range of -22°F to 158°F {-30°C to 70°C} and an operating ambient humidity of 5% - 95% (non-condensing), without fans. Materials furnished, assembled, fabricated, and/or installed under this item shall be compliant with the Institute of Electrical and Electronics Engineers (IEEE) 802.3 Ethernet standards, shall be manufactured to ISO 9001 Quality Assurance specifications, and shall be Engineer reviewed and accepted. MES shall comply with the EIA/TIA Ethernet data communication requirements using single-mode fiber optic transmission medium and Category 6 copper transmission medium. The MES shall have a minimum Mean Time Between Failures (MTBF) of 10 years, or 87,600 hours, as calculated using the Bellcore/Telcordia SR-332 "Reliability Prediction Procedure for Electronic Equipment" handbook/standard.

Equipment shall be new and corrosion resistant. Power supply shall accept 120 Vac or as defined within the specific MES Layer power requirements. All MES shall have fully integrated power supply internal to the switch with a universal high-voltage range of 88-830 Vdc or 85-264 Vac. The MES shall have terminal blocks for reliable maintenance free connections. MES shall be UL 60950 safety approved with operating temperature tested at 185°F {85°C} for 16 hours. MES shall have the following minimum features:

DESCRIPTION	SPECIFICATION
Ethernet Connectivity	100 Mbps
Ingress Protection	IP30
Switching Method	Store & Forward
Priority Queues	4
Simultaneous Virtual Local Area Networks (VLAN)	255
Port Rate Limiting	128 kbps - 8 Mbps
No head of line blocking	Yes

MES shall comply with all applicable IEEE network standards for Ethernet communications, including but not limited to:

802.3-10 BaseT	802.1d - Spanning Tree Protocol
802.3u-100 BaseTX, 100 BaseFX	802.1p - Class of Service
802.3x-Flow Control	802.1Q - VLAN Tagging
802.3z-1000 BaseLX	802.1w - Rapid Spanning Tree Protocol
802.3ab-1000 BaseTX	802.1x - Port Based Network Access Control
802.3ad-Link Aggregation	802.1Q - Multiple Spanning Tree Protocol (MSTP)

802.1d-Media Access Control (MAC) Bridges	802.3ae-2002* - 10 Gigabit Ethernet (10GBase) (* where indicated by network device Type)
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MES shall support Layer 2 management features and some higher-level multicast data transmission and routing features. These features shall include, but not be limited to:

Hyper Text Transfer Protocol Secure (HTTPS) graphical web-based, SSL (128-bit encryption)	Secure Shell (SSH)
Simple Network Management Protocol (SNMP) v1, v2c, v3 (56-bit encryption)	Role Based Access Control
SSH/Secure File Transfer Protocol (SFTP) (128-bit encryption)	Remote Monitoring (RMON)
Command Line Interface (CLI)	Remote Syslog
Rivest-Shamir-Adleman (RSA) Key Management (1024 bit key)	Rich set of diagnostics with logging and alarms
RADIUS client, Point to Point Protocol (PPP)	

The ports for the MES shall meet or exceed the following specifications:

SFP Pluggable Optics	Long haul optics allow Gigabit distances up to 43.5 mi {70 km}
Two transmit and receive ports	Bi-directional single strand fiber support

All MES shall pass or exceed the following approvals:

Hazardous Locations: Class 1, Division 2	Emissions: Federal Communications Commission (FCC) Part 15 (Class A), EN55022 (CISPR22 Class A)
ISO: Designed and manufactured using an ISO 9001 certified quality program	Safety: UL 60950
European Conformity (CE) Marking	Laser Eye Safety (US Food and Drug Administration (FDA)/Center for Disease and Radiological Health (CDRH)): Complies with 21 Code of Federal Regulation (CFR) Ch.1, Subchapter J, Part 1040

MES shall be in compliance with the following standards, to reduce potential interference with/by other devices when in close proximity:

IEC 61000-6-2 Industrial (Generic)	IEEE 1613 Electric Utility Substations
IEC 61800-3 Industrial (Variable Speed Drive Systems)	NEMA TS2 Traffic Control Equipment
IEC 61850-3 Electric Utility Substations	Failsafe Output Relay: for critical failure or error alarming

MES shall have the following features, to ensure only technicians authorized by ALDOT can operate the switch:

Multi-level user passwords	VLAN (802.1Q) to segregate and secure network traffic
SSH/SSL: 128 bits	RADIUS centralized password management
Enable/disable ports, MAC based port security	SNMP v3 authentication and 56-bit encryption
Port based network access control (802.1x)	

MES shall have the following protocols:

Authentication	Dynamic Host Configuration Protocol (DHCP) Agent (Option 82 Capable)
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2. Optical Ports.

Optical fiber (link) ports shall operate at 1310 or 1550 nanometers in single-mode. The optical ports are to be Type ST, SC, LC, or FC only, as shown on the Plans. Mechanical transfer registered jack (MTRJ) type connectors shall not be allowed. Each optical port shall support: paired fiber communications (i.e., one fiber will transmit (TX) data and one fiber will receive (RX) data); or, bi-directional TX and RX over one fiber. The optical ports shall have an optical power budget of at least 15 dB for 10K optics. MES shall have a minimum of two optical SFP transceiver ports.

3. Copper Ports.

Copper ports shall use 8P8C (a.k.a. type RJ45 “unkeyed”) modular jacks and shall auto-negotiate speed (i.e., 10/100/1000 Base at a minimum) and duplex (i.e., full or half). These 10/100/1000 BaseTX ports shall meet the requirements detailed in this Section and shall be compliant with the IEEE 802.3 standard pin outs.

4. CAT Network Cable.

Category 5E unshielded twisted pair/shielded twisted pair network cables shall be compliant with the TIA/EIA-568-A standard. Category 6 or Category 6A unshielded twisted pair/shielded twisted pair network cables shall be compliant with the TIA/EIA-568-C.2 standard. When installed outdoors, the above category (CAT) cables shall be outdoor rated. Color(s) of CAT cable jackets shall be as approved by the ALDOT Region Transportation System Management and Operations (TSM&O) Engineer.

(b) Wired Network Devices.

1. Type A - Core Managed Ethernet Switch (CMES).

Core Managed Ethernet Switches (CMES) are typically installed in the Department Traffic Management Center (TMC), office buildings, or hub cabinets/buildings to support the wide area network (WAN). CMES shall be **Layer 3 (Core)**, with capabilities including but not limited to: architecture standardization, open connectivity (i.e., interoperability), bandwidth management, rate limiting, security filtering, and general integration management of an advanced Ethernet switching architecture. CMES shall have the following minimum features:

DESCRIPTION	SPECIFICATION
Mounting	Rack or Panel mountable
Switching Latency	$\leq 10.5 \mu s$
Switching Bandwidth	$\geq 88 \text{ Gbps}$
MAC addresses	≥ 98304
MAC address table size	$\geq 64 \text{ kbytes}$
Frame buffer memory	$\geq 2 \text{ Mbit}$
Network Management	NETCONF
Power Supply	Power supply shall be modular and hot swappable Fully integrated, dual-redundant power supplies
Ethernet Ports	Fiber Optical (SFP) Gigabit Ethernet Ports minimum: 2 each - 10GBase, 18 each - 1000 BaseTX Copper/RJ45 Fast Ethernet Ports (10/100/1000 BaseTX) minimum: 16 each
Optical SFP Transceivers	Provide SFP transceiver modules (Type LC) with quantity minimums as follows (unless otherwise shown on the Plans): b. ten (10) each that transmit at distances of 10 km, and b. ten (10) each that transmit at distances of 40 km
Serial Ports	Fully compliant EIA/TIA RS-485, RS-422, RS-232 serial ports Distributed Network Protocol (DNP) MODBUS Raw socket mode allows conversion of any serial protocol
Layer 3 Protocols	Multilink PPP RFC 1990 GOOSE messaging support IP Routing: OSPF, BGP, RIPv1, RIPv2, VRRP Traffic Control, Network Time Protocol (NTP) Server, Internet Protocol (IP) Multicast Routing WAN

2. Type B - Aggregation Managed Ethernet Switch (AMES).

Aggregation Managed Ethernet Switch (AMES) are typically installed in hub cabinets to support the communications WAN. AMES shall have **Layer 2 and/or Layer 3** capabilities (aggregate switch/router) as defined within this Specification. AMES shall also include but not be limited to: architecture standardization, open connectivity (i.e., interoperability), bandwidth management, rate limiting, security filtering, and general integration management of an advanced Ethernet switching architecture. AMES shall have the following minimum features:

DESCRIPTION	SPECIFICATION
Mounting	Rack Mountable
Switching Latency	$\leq 8 \mu s$
Switching Bandwidth	$\geq 10 \text{ Gbps}$
MAC address table size	$\geq 64 \text{ kbytes}$
Frame buffer memory	$\geq 1 \text{ Mbit}$
Network Management	NETCONF
Power Supply	Power supply shall be modular and hot swappable Fully integrated, dual-redundant (optional) power supplies
Ethernet Ports	Fiber Optical (SFP) Gigabit Ethernet Ports (1000 BaseX) minimum: 6 each Copper/RJ45 Fast Ethernet Ports (10/100/1000 BaseTX) minimum: 6 each
Optical SFP Transceivers	Provide SFP transceiver modules (Type LC) with quantity minimums as follows(unless otherwise shown on the Plans): a. six (6) each that transmit at distances of 10 km, and b. two (2) each that transmit at distances of 40 km
Serial Ports	Fully compliant EIA/TIA RS-485, RS-422, RS-232 serial ports DNP MODBUS Raw socket mode allows conversion of any serial protocol
Layer 3 Protocols	Multilink PPP RFC 1990 GOOSE messaging support IP Routing: OSPF, BGP, RIPv1, RIPv2, VRRP Traffic Control, NTP Server, IP Multicast Routing WAN
WAN Port Options	T1/E1 (channelized/unchannelized) E1 75 ohms (Ω) via BNC Cellular (LTE or better) DDS

3. Type C - Field Managed Ethernet Switch (FMES).

Field Managed Ethernet Switch (FMES) are typically installed in the ITS Cabinets to support the ITS field equipment (e.g. cameras, VDS, and DMS). FMES shall be Layer 2 capable. FMES shall have the following minimum features:

DESCRIPTION	SPECIFICATION
Mounting	DIN Rail or Panel mountable
Switching Latency	$\leq 8 \mu s$
Switching Bandwidth	$\geq 5.6 \text{ Gbps}$
MAC address table size	$\geq 32 \text{ kbytes}$
Frame buffer memory	$\geq 1 \text{ Mbit}$
Electromagnetic Interference (EMI) Immunity and Environmental Compliance	BS EN 50121-4 "Railway Applications - Electromagnetic Compatibility - Part 4: Emission and Immunity of the Signaling and Telecommunications Apparatus"
Management Tools	Telnet (not for remote control), Command Line Interface (CLI) management interfaces

Ethernet Ports	Fiber Optical (SFP) Gigabit Ethernet Ports (1000 BaseX) minimum: 2 each Copper/RJ45 Fast Ethernet Ports (10/100/1000 BaseTX) minimum: 8 each
Optical SFP Transceivers	Provide SFP transceiver modules (Type LC) with quantity minimums as follows (unless otherwise shown on the Plans): a. two (2) each that transmit data at distances of 10 km

(c) Wireless Network Devices.

1. Wireless Managed Ethernet Switch (WMES).

Wireless Managed Ethernet Switch is network switch that is to be installed in field level device cabinets to support the communications network at remote areas where physically hardwired communications infrastructure is not available. The WMES shall provide wireless 802.11g 2.4 GHz connectivity at minimum transmission rates of 54 Mbps from the remote ITS device installation location to the ITS network trunk interconnection point. WMES shall be Layer 2 capable. WMES shall include the following minimum features:

DESCRIPTION	SPECIFICATION
Mounting	DIN Rail or Panel mountable
Switching Latency	$\leq 8 \mu s$
Switching Bandwidth	≥ 1.8 Gbps
MAC address table size	≥ 16 kbytes
Frame buffer memory	≥ 1 Mbit
Electromagnetic Interference (EMI) Immunity and Environmental Compliance	BS EN 50121-4 "Railway Applications - Electromagnetic Compatibility - Part 4: Emission and Immunity of the Signaling and Telecommunications Apparatus"
Management Tools	Telnet (not for remote control), CLI management interfaces
Warranty	2 years
Ethernet Ports	Copper/RJ45 Fast Ethernet Ports (10/100 BaseTX) minimum: 8 each

2. Licensed Wireless Network Device.

The Licensed Wireless Network Device and components shall be a microwave system utilizing a Federal Communications Commission (FCC) approved 6 to 40 GHz broadband communication package to be used for the backbone communications unless otherwise shown on the Plans. The microwave shall be a split system consisting of an Indoor Unit (IDU) modem and an Outdoor Unit (ODU) radio that is mounted directly to the antenna. The IDU shall be installed within an environmentally controlled environment (cabinet or inside a building).

The microwave and all appurtenances shall be FCC approved under FCC Part 101 and shall have an equipment authorization as part of Article 15. The Contractor shall obtain the license in ALDOT's name and bear all cost associated with the license as part of payment for the licensed wireless link. (See additional Contractor responsibilities within the respective Construction Section of this Specification.)

The wireless transceiver assembly shall operate as point-to-point or point-to-multipoint and at the frequency/frequencies as shown on the Plans. The equipment used shall be designed to protect personnel from exposure to high voltages during equipment operation, adjustments, and maintenance. Radios used for a link(s) shall be of the same brand to accommodate the sharing of the IDU for sparring.

The licensed wireless equipment shall meet the following minimum requirements:

DESCRIPTION	SPECIFICATION
Power and Connectors	120 Vac or 48 Vdc
I/O Interface	4 each - GigE ports (2 each - 10/100/1000 BaseT and 2 each - SFP Optical 1000 BaseX, minimum)
Radio: Annual Availability Frequency Range	99.999% FCC approved licensed frequency for the project application
Radio Modulation	Hitless and jitterless adaptive modulation with conservative and aggressive configurations
Data Throughput Performance	1000 Mbps or greater true usable throughput as tested by bandwidth speed test unless specified otherwise on the Plans; 1000 Mbps performance shall be under all environmental conditions, times of day, and interference and not be subject to fluctuation below minimum performance standards
Encryption	Hardware based Advanced Encryption Standard (AES) encryption
Operating Temperature: IDU ODU	23°F to 131°F {-5°C to 55°C} -27°F to 131°F {-33°C to 55°C}
Microwave Antenna	High performance antenna with radome at the sizes indicated on the Plans, includes a seven-year manufacturer warranty
Cabling	LMR400 or equivalent or 0.5 in. Helix Cable

Antenna mounts shall prevent movement in high winds. Mounts shall be accepted by the Engineer prior to ordering.

3. Unlicensed Wireless Network Device.

Unlicensed Wireless Network Device and components shall be a license-exempt Ethernet microwave system which utilizes 2.4 GHz or 5 GHz frequencies. These unlicensed frequencies have no regulating body and will receive no help from authorities regarding interference. Unlicensed Wireless Network Device and components shall be installed at the frequency specified on the Plans and as accepted by the Engineer.

The wireless unlicensed Ethernet radio system shall meet the following minimum requirements:

- 2.4 GHz and 5 GHz radios supplied shall meet FCC Part 15.247 and Industry Canada (IC) RS-210. Equipment shall operate within the ranges as specified in FCC Part 15.247.
- Radio shall provide data rates of 300 Mbps along with the highest industry-established security features available. The radio shall be compatible with high bandwidth, long range industrial application.
- Radios shall be point-to-point or point-to-multipoint based on Plan details.
- Time-division multiple access (TDMA) may be allowed for wireless communications based on project bandwidth requirements and acceptance by the Engineer.
- Radios shall be dual chain (e.g., 2x2 MIMO) or greater.
- One each 8P8C (a.k.a. type RJ45 "unkeyed") modular jack port required operating at 10/100/1000 Ethernet.
- The radios shall also have security equal to the following encryptions: WPA, WPA2 [including AES, Cryptography (CCMP), and MAC/RADIUS Authentication]. WEP, and Temporal Key Integrity Protocol (TKIP) shall not be allowed.

- h. Adaptive modulation: RF link is monitored to automatically adjust the data rate to optimize the maximum link performance.
 - i. Radios shall support these networking features: Rapid Spanning Tree Protocol (RSTP), DHCP, NTP, SNMP, VLAN, Routing, and Quality of Service (QoS) (802.11e/Wi-Fi Multimedia (WMM)), and Multicasting.
 - j. Radios shall provide embedded web-based configuration and diagnostic menus and a complete software toolset to assist in design, configuring, monitoring and optimizing the wireless network.
 - k. Radios may be powered by Powered over Ethernet (PoE) Injector (IEEE 802.3). Surge Protection shall be required when PoE is used.
 - l. Real time link monitoring.
 - m. Configuration Manager: HTTP Secured (HTTPS), SNMP, and IP auto discovery; Noise level graph; LAN statics; WLAN statics; Error report; Uptime.
 - n. Limited warranty period for defects in materials or workmanship under normal use and service for a period of two (2) years from the date of installation.
4. Cellular Modem.
- The Cellular Modem system shall consist of these major components: cellular modem and antenna.

The cellular modem shall be a gateway type interface and include as a minimum the following:

DESCRIPTION	SPECIFICATION
LTE Frequency Bands	1900 MHz (Band 2); Advanced Wireless Services (AWS), 1700 MHz (Band 4); 850 MHz (Band 5); 700 MHz (Band 13); 700 MHz (Band 17); 1900 MHz (Band 25)
Power and Connectors	9-36 Vdc using 120 Vac or 12 Vdc power supply
VPN	IPsec, Generic Routing Encapsulation (GRE) tunneling, and SSL VPN client Up to 5 concurrent tunnels Port Filtering
Network and Routing	Port Forwarding Network Address Translation (NAT) Dynamic DNS
Security	LDAP, RADIUS and TACACS+ DMZ MAC Address Filtering Inbound and outbound port filtering
Host Interfaces	(2 each) 10/100 Base-T 8P8C (a.k.a. type RJ45 "unkeyed") Ethernet ports USB Connector RS-232, DE-9 connector I/O: 5 each Digital, 4 each Analog, 2 each Relay
Application Interfaces	Transmission Control Protocol (TCP)/IP HTTP Secured (HTTPS) SNMP DHCP (Dynamic Host Configuration Protocol) Short Message Service (SMS) GPS
Antenna Connections	Primary [50 ohm (Ω), Threaded Neill-Concelman (TNC)] GPS [50 ohm (Ω), SubMiniature version A (SMA)] Rx Diversity [50 ohm (Ω), SMA]
Other Features	High-precision GPS receiver External Subscriber Identification Module (SIM) card access

	Low Power Mode Remote management and configuration Three (3) year warranty Packet Level Diagnostics
Standards	FCC
Environmental	Operating Temperature Range: -22°F to 158°F {-30°C to 70°C} Storage Temperature Range: -40°F to 185°F {-40°C to 85°C}
Software Management	Remote management and configuration software Has a default IP address

The Contractor shall provide antenna assemblies complete with all necessary cabling hardware, connectors, and appurtenances that is compatible with the above specified cellular modem as specified within this Specification and as shown on the Plans. The Cellular Modem Antenna shall have an RSSI of 40 or less and shall match field conditions per site.

893.05 Camera.

(a) General.

Camera shall be a Closed-Circuit Television (CCTV) camera unit with the following functional requirements:

1. The camera shall be controlled from a computer running the Graphical User Interface (GUI) provided as part of the current version of ALDOT's Intelligent Transportation Systems software applications and manufacturer's software.
2. The camera shall furnish video to the GUI within 3 seconds after the user's execution of the GUI command to display the live video.
3. The camera shall furnish live video at a user defined frames per second.
4. The camera shall furnish live video with a maximum of 3 seconds of latency.
5. The camera shall broadcast user defined text (e.g., name) within 3 seconds after the user's execution of the GUI command.
6. The camera shall broadcast user defined image (e.g., logo) within 3 seconds after the user's execution of the GUI command.
7. The camera shall reset the following features when commanded from the GUI: camera power supply, camera controller, and camera video encoder.
8. The camera shall have assignable user defined block-out zones (e.g., privacy areas).
9. The camera shall provide two (2) simultaneous video streams.

Manufacturer's certification for each camera shall be provided to the Engineer prior to installation to ensure each camera unit has been properly assembled, configured, factory adjusted for color balance, lens tracking, and other configurable items have been set as specified within the Specifications.

The CCTV camera shall meet the following minimum requirements:

DESCRIPTION	SPECIFICATION
Camera Imaging Unit	Digital signal processing (DSP) solid state design
Environmental	Operating: -22°F to 158°F {-30°C to 70°C}, at Relative Humidity 100% NEMA TS2 rated for power, shock and vibration Sustain winds of 110 mph with a 30% wind gusts factor Remain attached to pole for winds up to 160 mph Camera - Standard IEC 60529 rating of IP 67 Optics housing - shall be heated or pressurized with Dry Nitrogen at 5 psi, Powder Coated Aluminum, and meet IEC Standard 60529 rating of IP67

DESCRIPTION	SPECIFICATION
Image Stabilization	Shall have automatic image stabilization
Resolution	1920 x 1080 (16:9 aspect ratio)
Lens Zoom	30X Optical, 4.4 mm to 129 mm (optical), aperture f1.6 (w) f4.6 (t)
Digital Zoom	12x
Mode	Day/Night switchover: day (color) / night (mono), manual or auto
Horizontal Angle of View	60 degrees to 2.5 degrees
Focus Distance	0.7 inch (wide angle) to 29.5 inches (telephoto), minimum
Focus	Automatic with manual override by remote command selection
Iris	Automatic with manual override by remote command selection
Sensitivity	0.4 lux at 1/30 sec. (color day); 0.025 lux at 1/2 sec. (color day); 0.04 lux at 1/30 (mono night), 0.0025 lux at 1/2 sec (mono night)
Video Protocols	RSTP/Real-time Transport Protocol (RTP), Real-Time Streaming Protocol (RTSP) Interleave, RTP Multicast Open Network Video Interface Forum (ONVIF) Profile S NTCIP 1205 Version 2
Dynamic Range	≥ 80 db
Imager	1/2.8-inch Complementary metal-oxide semiconductor (CMOS) sensor
Camera ID	Programmable text up to 20 characters long, up to 8 elements, American Standard Code for Information Interchange (ASCII) set. Messages - ID characters are white with black border. Preset messages to include: camera title, preset title, event title, date/time, and alarm/service message. Message/logo positioning can be placed at left, right, top or bottom. ID message capability shall be set, controlled, and edited by remote commands and text entries.
Privacy Zones	6 programmable zones for video blanking
Digital Video	2 simultaneous, independently configurable video output streams Internal H.264 and MJPEG encoding in accordance with ITU-T H.264 standard and ISO/IEC MPEG-4AVC standard (formally ISO/IEC 14496- 10-MPEG-4 Part 10, Advanced Video Coding). UDP. video multicasting. Resolution - 1080p, 720p, D1, CIF or 16:9 accepted equiv. Frame rate - 1 fps to 30 fps (National Television Standards Committee (NTSC)) Video bandwidth - 256 kbps to 8 Mbps

DESCRIPTION	SPECIFICATION
Camera Housing	Powder coated 6061-T6 aluminum (no polymer-based housings allowed except window) Sunshield Dome distortion free clear polycarbonate Stainless steel hardware, anti-seizing non-hardening compound on threads Mounts rated to meet camera weight and wind loads For pressurized housings: Gas-tight connectors; wiring sealed to connector using silicon or potting compound Schrader valve for pressurizing Pressure relief valve

(b) Fixed Camera.

Fixed Camera shall be a Closed-Circuit Television (CCTV) camera unit with the following additional minimum requirements :

DESCRIPTION	SPECIFICATION
Camera Power	12 Vdc or PoE (IEEE 802.3)
Automatic Gain Control	managed, 0 to 36 dB
Electronic Shutter	Automatic exposure period with manual override by remote command, selection with a range of: 1/2 second to 1/10,000 second
Connections	1 each 8P8C (a.k.a. type RJ45 “unkeyed”) modular jack (digital; NTSC or Phase Alternating Line (PAL))

(c) Positioner Camera.

Positioner Camera shall be a Closed-Circuit Television (CCTV) camera unit with the following additional minimum requirements:

1. The camera shall include Pan-Tilt-Zoom (PTZ).
2. The camera shall begin panning within 1 second after the user’s execution of the GUI command.
3. The camera shall be panned between 0 and 360 degrees in a continuous motion while the command is being executed.
4. The camera shall be panned based on the user defined speeds; the camera’s maximum pan speed shall be 90 degrees per second or higher.
5. The camera shall begin tilting within 1 second after the user’s execution of the GUI command.
6. The camera shall be tilted based on user defined speeds; the camera’s maximum tilt speed shall be 90 degrees per second or higher. The camera shall be tilted in a continuous motion while the user defined speed command is being executed within the parameters of a vertical range to include +36 to -85 degrees.
7. The camera shall begin zooming within 1 second after the user’s execution of the GUI command to zoom.
8. The camera shall have the following presets: pan, tilt, zoom, and focus.
9. The camera shall begin taking motion within 1 second after the user’s execution of the GUI preset command.
10. Preset return at an accuracy of ± 0.36 degrees at 120 degrees/sec.

The Positioner Camera shall meet the following additional minimum requirements:

DESCRIPTION	SPECIFICATION
Camera Power	PoE
Automatic Gain Control	managed, 0 to 48 dB
Electronic Shutter	Automatic exposure period with manual override by remote command, selection with a range of: 1/2 second to 1/10,000 second
Presets	Positioner - 32 pan, tilt, zoom, and focus presets
Control	Addressable RS-422, compatible with device-controlling software
Connections	1 Each 8P8C (a.k.a. type RJ45 “unkeyed”) modular jack port (digital; NTSC or PAL), EIA RS-232/422/485 (control)
Pan, Tilt, Zoom (PTZ) Unit	Weather proof Gold plated electrical pin connectors Corrosion resistant, maintenance free gears Drive motors: Instantaneous reversing Overload protected User defined (i.e., adjustable) pan/tilt (preset) speeds Braking pan/tilt, non-drifting Adjustable limit switches for pan/tilt

(d) Dome Camera.

Dome Camera shall be a Closed-Circuit Television (CCTV) camera unit with the following additional requirements (minimum):

1. The camera shall include Pan-Tilt-Zoom (PTZ).
2. The camera shall begin panning within 1 second after the user’s execution of the GUI command.
3. The camera shall be panned between 0 and 360 degrees in a continuous motion while the command is being executed.
4. The camera shall be panned based on the user defined speeds; the camera’s maximum pan speed shall be 80 degrees per second or higher.
5. The camera shall be tilted within 1 second after the user’s execution of the GUI command.
6. The camera shall be tilted based on user defined speeds; the camera’s maximum tilt speed shall be 80 degrees per second or higher. The camera shall be tilted in a continuous motion while the user defined speed command is being executed from +5 degrees horizontal to -90 degrees (straight down).
7. The camera shall begin zooming within 1 second after the user’s execution of the GUI command to zoom.
8. The camera shall have the following presets: pan, tilt, zoom, and focus.
9. The camera shall begin taking motion within 1 second after the user’s execution of the GUI preset command.
10. Preset return at an accuracy of ± 0.36 degrees at 120 degrees/sec.

The Dome Camera shall meet the following additional minimum requirements:

DESCRIPTION	SPECIFICATION
Camera Power	PoE
Automatic Gain Control	managed, 0 to 48 dB
Electronic Shutter	Automatic exposure period with manual override by remote command, selection with a range of: 1/2 second to 1/10,000 second
Presets	32 pan, tilt, zoom, and focus presets
Connections	1 Each 8P8C (a.k.a. type RJ45 “unkeyed”) modular jack port (digital; NTSC or PAL), EIA RS-232/422/485 (control)
Pan, Tilt, Zoom (PTZ) Unit	Weatherproof Gold plated electrical pin connectors Corrosion resistant, maintenance free gears Drive motors: Instantaneous reversing Overload protected User defined (i.e., adjustable) pan/tilt (preset) speeds Braking pan/tilt, non-drifting Adjustable limit switches or stops for pan/tilt

893.06 Vehicle Detection Systems (VDS).

(a) General.

1. Detection Definitions.

The contractor shall provide a VDS that shall detect vehicle presence for the purpose of data collection to be used for signal actuation, volume counts, and/or travel time calculations. The Contractor shall provide a VDS utilizing one of the following technologies, as shown on the Plans:

a. Radar Vehicle Detection System (RVDS).

A RVDS uses an FCC-certified, low-power microwave radar beam to detect and generate volume, occupancy, and speed data.

b. Magnetometer Vehicle Detection System (MVDS).

A MVDS uses a magnetic detector probe as a transducer that detects vehicle presence by converting changes in the vertical component of the earth’s magnetic field to changes in inductance to generate volume, occupancy, and speed data.

c. Bluetooth Data Collection System (BDCS).

A BDCS uses a Bluetooth detector probe to detect vehicle presence through Bluetooth devices to generate volume, travel time, and speed data.

2. Communications.

The VDS shall generate and transmit traffic data either: (1) in serial format using an ALDOT traffic signal cabinet TS2 (Type 1 or 2) rack card or through a standard EIA RS-232/422/485 communication port; or, (2) an Internet Protocol (IP) addressable Ethernet interface for ITS projects. The communication interface to be used for installation shall be as shown on the Plans. The VDS shall be IP addressable and be compatible with the network device requirements of this Specification. All device communication addresses shall be user programmable.

The VDS shall support PPP, PMPP (i.e., polled protocols), and Ethernet protocols. The setup program shall assign an IP address to each detection unit. The VDS shall respond to a polling request from the TMC for traffic data. The vehicle detection unit shall respond with the accumulated traffic parameter measurements from the period since the last request was issued.

The VDS shall store all system configuration and traffic parameter data within internal, nonvolatile memory. The traffic data shall be capable of local and remote transfer by issuing requests from a personal computer (PC) across the communication network connecting the detector and the TMC operator workstation or other computer.

3. Configuration Management.

The VDS, with exception of Bluetooth, shall be provided with computer software that allows an operator to program, operate, and read the current status of all system features and functions using a PC or remote TMC workstation.

The software application shall provide PC display of the detection zones and control of any vehicle detector connected to the network.

The Contractor, using a locally connected PC, shall conduct system setup, calibration, diagnosis, and data retrieval operations. The detection system shall allow its configuration data saved to a PC, server, or TMC operator workstation, which can later transfer the data back to the detection system for reloading.

The Contractor shall be able to use a PC or TMC workstation to update firmware over any communication port and edit previously defined detection configurations to permit adjustments to the detection zone's size, placement and sensitivity, and to reprogram the detector's parameters.

The VDS shall accommodate the following configuration modifications: baud rate, response delay, data push, and RS-232/422/485 flow control.

The PC and the detection system shall communicate when connected directly by an EIA RS-232/422/485 cable or CAT 5E/6/6A cable via 8P8C (a.k.a. type RJ45 "unkeyed") modular jack ports. The software shall allow communication between multiple users and multiple field devices concurrently across the same communication network. Once programmed, no periodic adjustments shall be required to the detection zones unless physical roadway conditions change, such as lane shifts or closures.

4. Electrical Requirements.

The VDS field hardware shall meet the requirements in the FCC's 2005 CFR, Title 47, Part 15. The detector shall not interfere with any existing equipment.

The vehicle detection system's cabinet components shall operate using a nominal input voltage of 120 volts of alternating current (Vac). For any device requiring a source input other than the standard 120 Vac, the Contractor shall supply the appropriate means of conversion. Equipment shall be furnished with the appropriate power and communication cables.

In the event that power to the VDS or any subcomponent is interrupted, the equipment shall automatically recover after power is restored. All programmable system settings shall return to their previous configurations when the system resumes proper operation.

5. Environmental Requirements.

The Contractor shall provide VDS that meet all requirements during and after being subjected to an operating temperature range of -22°F to 158°F {-30°C to 70°C} with a maximum noncondensing relative humidity as defined in the environmental requirements section of the NEMA TS2 standard.

The VDS manufacturer shall certify that its device has successfully completed environmental testing as defined in the NEMA TS2 standard. Vibration and shock resistance shall meet the requirements of NEMA TS2 Sections 2.1.9 and 2.1.10, respectively. The system components shall comply with the environmental requirements detailed in the NEMA TS2 standard.

The Contractor shall furnish and install an environmentally resistant and tamper-proof sensor enclosure for any detector assembly exposed to the elements. The enclosure shall be environmentally sealed upon installation.

(b) Radar Vehicle Detection System (RVDS).

Radar Vehicle Detection System (RVDS) shall meet the following functional requirements:

1. The RVDS shall be manufactured for side-fire detection.
2. The vehicle detection unit shall detect vehicles through all weather conditions.
3. The RVDS shall configure manually for zones. The user shall configure zones by defining zone limits through the Graphical User Interface (GUI).
4. The RVDS shall back up detection zones data in non-volatile memory automatically and manually.
5. The detection zones shall restore automatically if the system is interrupted, manually through a GUI command, and without detection disruption.
6. RVDS shall provide a real-time traffic pattern display to the GUI.

7. The RVDS shall reset specified feature when commanded from the GUI for radar detector power supply.

The RVDS equipment shall also meet the following minimum technical requirements:

DESCRIPTION	SPECIFICATION
Type A Type B	Single beam Dual or multi beam
Radar Detector Power	115 Vac, 60 Hz
Frequency	24.00 to 24.25 GHz
Frequency Tuning	No manual tuning to circuitry
Detection Range	6 to 250 ft. {1.8 to 76.2 m}
Lane Detection	6 lanes
Type A Accuracy: Volume Speed Classification	97% typical 95% typical 90% typical
Type B Accuracy: Volume Speed Classification	98% typical 97% typical at 70 mph; 95% typical at 40 mph 90% typical
Interval Data Collected for Each Lane	Sensor ID, Timestamp, Volume, Average Speed, Occupancy, Classification Counts, Speed Bin Counts, Direction Counts, Average Headway, Average Gap, 85th Percentile Speed
Event Data for Each Detection	Sensor ID, Timestamp, Lane Assignment, Speed, Length, Class
Presence Data for Each Lane	Sensor ID, Per-Lane Presence
Vertical Beam Width	50°
Horizontal Beam Width	6°

(c) Magnetometer Vehicle Detection System (MVDS).

Magnetometer Vehicle Detection System (MVDS) shall meet the following functional requirements:

1. The MVDS shall operate with three (3) main parts: in-cabinet data processing unit, access point with antenna(s), and in-road magnetometer vehicle detection unit.
2. The in-road detection unit shall wirelessly transmit vehicle data to the access point. All necessary equipment (e.g., transceivers, receivers, etc.) shall be included as part of the MVDS.
3. The in-road detection unit shall wirelessly receive configuration data from the access point.
4. The in-road detection unit shall communicate through snow, water, ice, concrete, asphalt, and epoxy used to fill in around in-road unit.
5. The MVDS shall provide an output compatible for use with NEMA TS2 controllers, Type 2070 controllers, and Type Advanced Transportation Controller (ATC).
6. The MVDS shall provide detection data via wireless communication from in-road units to the access point and communication from the access point to the in-cabinet unit, wirelessly and wired through EIA RS-485 connection.
7. The in-road unit shall sense vehicles within a 3 ft {0.9 m} radius of the in-road unit location.
8. The in-road unit shall recalibrate itself if environmental changes, roadway shifts, and roadway buckles.

9. The MVDS shall configure in-road units manually and into groups for phase designation.
10. The MVDS shall back up detector configurations in internal storage of the in-cabinet unit automatically and manually.
11. The detector configuration shall restore automatically if the system is interrupted, manually through the Graphical User Interface (GUI), and without detection disruption.
12. The MVDS shall provide a real-time traffic pattern display to the GUI.
13. The MVDS shall broadcast fault information on the GUI for power failure, communication errors, and in-road unit low battery.
14. The MVDS shall reset specified features when commanded from the GUI for in-cabinet unit, access point, and in-road unit.

The MVDS equipment shall also meet the following minimum technical requirements:

DESCRIPTION	SPECIFICATION
Detection Area	Each detector shall detect vehicles comparable to that of a 6 ft x 6 ft {1.8 m x 1.8 m} loop
Detector Battery Life	The average lifespan for detector batteries shall be ten (10) years minimum
Average Vehicle Count	95% accurate at 500 VPHPL
Interval (bin) data packet protocol	Shall support: Sensor ID; Timestamp which records year, month, day, hour, minute, and second; Total volumes; Average speed values in either mph or kph; Occupancy in 0.1% increments; Volume in up to eight length-based user-defined vehicle classification bins; Volume in up to 15 user-defined speed bins (bin by speed); Average headway in seconds; Average gap in seconds; 85th percentile speed in either mph or kph
Event (per vehicle) data packet protocol	Shall support: Sensor ID; Timestamp which records year, month, day, hour, minute, second, and millisecond of the time the vehicle left the detection zone; Lane assignment; Speed values in either mph or kph
Real-time true presence data packet protocol	Shall support: Sensor ID; True presence information for each magnetometer being monitored

(d) Bluetooth Data Collection System (BDCS).

Bluetooth Data Collection System (BDCS) shall meet the following functional requirements:

1. The BDCS shall receive media access control (MAC) addresses associated with Bluetooth-enabled devices utilizing either discoverable and/or non-discoverable methods.
2. The BDCS receiver shall identify unique MAC addresses associated with Bluetooth-enabled electronic devices.
3. The BDCS shall compare unique MAC addresses associated with Bluetooth-enabled electronic devices.
4. The BDCS shall temporarily store identification information to use for matching for the purposes of travel time.
5. The BDCS shall be configured through the GUI for setting the duration of time to temporarily store identification formation for matching.
6. The BDCS shall transmit travel-time based on pairing of BDCS sensor locations.
7. The BDCS shall be configured through the GUI for setting pairings for travel time.
8. Travel time pairings shall be configurable for two detectors to be paired for beginning and end designations.

9. Travel time pairings shall be configurable for more than two detectors to be paired for beginning and end designations with the intermediate detectors having to be triggered as a logical parameter check for the match completion (i.e., not a sum of pairings)
10. The BDCS shall transmit average speed based on pairings of BDCS sensor locations.
11. The BDCS shall be configured through the GUI for setting pairings for average speed.
12. Average speed pairings shall be configurable for more than two detectors to be paired for beginning and end designations with the intermediate detectors having to be triggered as a logical parameter check for the match completion (i.e., not a sum of pairings).
13. The BDCS sensor shall maintain MAC addresses unlinked to a specific device.
14. The BDCS shall transfer data using an Ethernet based connection.
15. The BDCS shall detect within a minimum radius of 250 ft. without obstructions.
16. The BDCS detection range shall be adjusted by user configurable transmit power.

The BDCS equipment shall also meet the following minimum technical requirements, but not be limited to:

DESCRIPTION	SPECIFICATION
Detector ID	Each detector shall have a dedicated IP address
Communications (Type to be as shown on the Plans)	Ethernet 10/100 BaseT (static or DHCP IP address) LTE cellular connection
Bluetooth Sensing	Data shall be retrieved for both MAC addresses and/or Bluetooth unit heartbeats.
Detection Information	12 characters of the MAC address shall be detected for discoverable Bluetooth signals 6 characters of the MAC address shall be detected for non-discoverable Bluetooth signals, if included
Bluetooth	2.4 GHz Demodulator
Antennae	2 dBi Omni (discoverable Bluetooth detector) 2 dBi Omni (non-discoverable Bluetooth detector, if included) LTE - MIMO Receive Diversity
Detector Memory	On board 4GB SSD card up to 1 year of storage
Processor	Real time microcontroller
Bluetooth	v5.0 or better

893.07 Dynamic Message Sign (DMS).

(a) General.

1. DMS Descriptions.

The Contractor shall provide and install a Dynamic Message Sign (DMS) that shall display a user defined changeable message for the purpose of relaying traffic, hazard, emergency, or other information to the travelling public. ALDOT uses the following DMS styles:

a. Walk-In DMS.

A Walk-In DMS uses a permanently mounted dynamic message board to display information and can be entered to perform routine maintenance and repair.

b. Front Access DMS.

Front Access DMS uses a permanently mounted dynamic message board to display information and can be accessed for routine maintenance and repair through opening sections of the message board face.

c. Dedicated DMS.

A Dedicated DMS uses a permanently mounted dynamic message board to display travel time information. The Dedicated DMS is mounted to a standard retroreflective sign which explains the dynamic information shown on the Dedicated DMS.

2. Manufacturer Compliance.

The DMS manufacturer is required to fully comply with this Specification. The Contractor shall provide a compliant first-draft submittal and DMS equipment that complies with this Specification. The Department reserves the right to independently verify the compliance of all delivered DMS products prior to acceptance and payment.

The DMS Manufacturer shall be ISO 9001 Certified or ISO 9001 Compliant as determined by the Engineer.

3. Material and Process Standards.

All materials furnished, assembled, fabricated or installed under this item shall be new, corrosion resistant and in strict accordance with the Specifications and as shown on the Plans.

Aluminum for fabricated items shall conform to the requirements of **Section 891**, unless otherwise stated herein. Aluminum DMS housings and control equipment cabinets shall be fabricated, welded or chemically bonded and inspected in accordance with the requirements of the ANSI/American Welding Society (AWS) D1.2 Structural Welding Code-Aluminum (latest version). [See **Item 893.07(a)4, "Sign Housing"** for special material submittal requirements regarding welders and welding inspectors.]

DMS shall meet the requirements of NEMA TS4 "*Hardware Standards for Dynamic Message Signs (DMS), with NTCIP Requirements*". DMSs are classified by the type of sign display and the type of mechanical construction. Provide full-color and full-matrix signs as shown on the Plans and required within the Specifications. DMS shall use only equipment and components which meet the minimum requirements specified within the Specifications.

The front of the DMS housing shall have either a flat black matte finish or a semi-gloss black polyvinylidene fluoride (PVDF) coating. This finish coating shall withstand extreme weather conditions and prevent chalking.

4. Sign Housing.

a. General.

Structural mounting hardware (nuts, bolts, washers, etc.) shall be stainless steel and shall be appropriately sized for their application.

The DMS housing shall be fabricated, welded and inspected in accordance with the requirements of ANSI/AWS D1.2 Structural Welding Code-Aluminum. Compliance with this requirement shall include, but is not limited to:

i. The DMS manufacturer's submittal shall contain a copy of the manufacturer's certified welding procedures.

ii. All manufacturing personnel who perform welding on the DMS housing shall be certified to AWS D1.2 for all weld types required for housing fabrication. The DMS manufacturer's submittal shall contain a copy of each welder's certification.

iii. All personnel who perform welding inspection on the DMS housing shall be certified to AWS D1.2. The DMS manufacturer's submittal shall contain a copy of each Certified Welding Inspector's certification, along with their phone number and address.

iv. All DMS housing welding shall be inspected on a daily basis by a Certified Welding Inspector (CWI), who shall complete daily written reports on DMS welding progress, housing weld integrity, and any corrective action taken. These reports shall be archived by the DMS manufacturer and shall be available for immediate review upon request by the Engineer.

b. DMS Housing Test.

The DMS housing, including its front face panels, shall pass the NEMA hose-down test as described in the latest edition of NEMA Standards Publication 250. However, the spray angle need not be more than 75° from straight down.

c. Professional Engineer Certification of DMS Housing Structural Design.

The DMS housing, structural framing, face covering, and mounting members shall be designed to comply with the requirements of AASHTO's "*Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, 2009 Edition*" regarding wind loads and gust factors. The DMS housing must also withstand a front face ice load as defined in same AASHTO document. The DMS housing design shall be certified and sealed by a Professional Engineer registered in the State of Alabama.

d. Ventilation and Heater.

The DMS housing shall be provided with the necessary louvered vents positioned such that vehicle exhaust fume intrusion into the sign housing is minimized while the housing is provided with sufficient ventilation to maintain the thermostat temperature settings. Provide fans, thermostatically and parallel timer switch controlled, to pull warm air out of the sign housing to support the venting of the heat within the sign housing to the extent that an interior temperature of no more than 130°F {54°C} is reached with a 120°F {49°C} direct sunlight generated ambient temperature with the access door closed and locked. Documentation of the design calculations to support the performance of the ventilation and heating systems shall be included with the DMS material submittal and delivered to the Engineer. (Similarly, effective positive-pressure ventilation and heating system may be used but must be submitted via an exception letter to the Engineer for review and approval. If approved, this positive-pressure ventilation system must meet same heating and cooling levels and comparable features as those obtained with above ventilation and heating system.)

Use replaceable waterproof washable dust filters across all vents and position them such that when in place a secure dust tight joint exists between the filter and the housing. Install fans in protected fan openings within the DMS housing such that moisture, dust, vehicle exhaust fumes, or insects or birds will not enter the fan opening.

Control the ventilation fan and heater by thermostats adjustable to operate the fan between the range of 70°F to 130°F {20°C to 54°C} and a separate heater thermostat adjustable between the range 30°F to 80°F {-1°C to 27°C}. The on-off temperature delta of the thermostats shall be nominally 3°F {1.7°C}. Verify that the current rating of the thermostats is no less than 200 percent of the respective controlled equipment. Provide a two (2) hour timed-on fan switch for operation of the fans by maintenance personnel that, when placed in the on position will turn on the fans for a period of two hours. Turning the switch into the off position then back on shall reset the timer to two more hours from the off-on cycle of the switch. Install device across the thermostat and switch contacts that will prevent electromagnetic interference being generated with the opening or closing of the thermostat contacts under electrical load.

If required, provide a heating system and thermal insulation to keep condensation on critical elements to a minimum or to maintain performance on temperature sensitive items.

The DMS environmental control system shall also provide the following:

- i. The operational status of the fans shall be automatically tested once a day and tested on command from the central controller or laptop computer. The testing of the fan units shall be via solid state airflow sensors mounted within the duct system measuring air flow or the lack thereof. Any lack of flow alarms will cause an error message to be sent to the central controller or laptop computer when the sign controller is polled by the central controller or laptop computer.
- ii. All ductwork that impedes access to any sign components shall be easily removable, without tools, for servicing of these components.
- iii. All ductwork shall be 0.040-inch minimum aluminum and shall be designed to be extremely efficient with minimal pressure drop throughout the system.
- iv. The temperature reading and humidity readings from the sensors shall be continuously measured and monitored by the sign controller. A temperature or humidity reading greater than a user selectable critical temperature shall cause the sign to take action such as the turning on of additional fan units, the turning on of the pixel board heat strips, an automated combination of the two functions or in extreme cases, the sign to go to blank and the sign controller shall report this error message to the central controller.

v. The LED modules and electronic equipment shall be protected by a fail-safe, back-up fan control system in the event of an electronic fan control failure or shutdown of the sign controller.

e. Outdoor Ambient Light and Temperature Sensor System.

Sensors, which measure outdoor ambient light levels and the outdoor ambient temperature at the DMS site, shall be mounted to the DMS housing walls. The system shall consist of three (3) commercially available photo-electric sensors and one (1) temperature sensor. Photoelectric sensors shall each have a minimum photo-sensitive area of 0.25 square inches, and sensor output shall be reported to the DMS Field Controller. Temperature sensor output shall also be reported to the DMS Field Controller. Two of the photoelectric sensors shall be placed such that they measure ambient light levels striking the front and rear of the DMS housing, and the third photoelectric sensor shall face the ground. The temperature sensor shall be placed such that it is never in direct contact with sunlight.

Use photoelectric sensors capable of being continually exposed to direct sunlight without impairment of performance of the sensors.

The photoelectric sensor shall be internally read by the DMS dimming system. The dimming system shall read each of the 255 photoelectric sensor levels. The DMS dimming system shall transmit the read value to the DMS ground mounted controller for distribution to the central system. When the DMS is operating in local mode control, the dimming of the DMS display shall be consistent with the ambient light sensed and the dimming system shall command the display into one (1) of three (3) configurable display intensity levels.

Sense the ambient illumination level by orienting and optimizing the system of three photovoltaic sensors in the following manner to sense the ambient illumination level:

- Photoelectric sensor 1 - Northern sky (or toward rear of sign)
- Photoelectric sensor 2 - Facing towards oncoming traffic (upstream or front of sign)
- Photoelectric sensor 3 - Facing down to the ground (or may face down from bottom of sign)

The actual orientation of these minimum three photoelectric sensors should be as recommended by the manufacturer and as approved by the Engineer.

5. DMS Control Functional Requirements.

a. DMS Control.

All project DMS shall operate from a remote sign control computer, referred to as a Field Controller, which receives instructions remotely via:

- i. Remotely via wireless or fiber optic communications from the Central Software
- ii. Locally via direct laptop computer connection (RS-232) to the Field Controller (Laptop connection shall be possible at the Field Controller within the housing or at the electronics remote access cabinet mounted on the sign structure itself at ground level.)
- iii. Via other local control inputs as described within the Specification

The DMS shall continue to display the current message in the event of communication errors and Field Controller lock-up.

The DMS shall display the current message upon restoration of power.

b. Modes of Operation.

All project DMS shall be able to display static messages, flashing messages, or multiple-frame messages, as described below:

- Static Message - The selected message shall be displayed continuously on the sign face until the Field Controller blanks the sign or affects the display of another message.
- Flashing Message - All or part of a message shall be displayed and blanked alternately at rates from as fast as three (3) flashes per second to as slow as one (1) flash per 10 seconds. Flash rate shall be programmable in increments of 0.1 seconds. In the flashing mode, message display time shall equal message off time.

- Multiple-Frame Messages - The selected message shall consist of up to three different frames, with each frame containing up to three lines of information. The display time of each message frame shall be individually controllable in durations of 0.5 seconds or greater and shall be programmable in increments of 0.1 seconds.

6. Display Requirements.

a. Alphanumeric Characters.

All project signs shall display a message composed of any combination of alphanumeric character fonts and punctuation. This shall minimally include the following character fonts and shapes:

- i. "A" through "Z" - all as upper case letters, having a vertical height of seven (7) pixels and higher
- ii. "0" through "9" as decimal digits, having a vertical height of seven (7) pixels and higher
- iii. A blank or space
- iv. Punctuation marks as follows . , ! ? - ' ' " " ()
- v. Special characters as follows # & * + < >

b. Multiple Font Styles.

All project signs shall display alphanumeric character fonts having the following configurations. The LED DMS shall enable the display of text, consisting of a string of alphanumeric and other characters. The approximate size of the sign shall be as shown on the Plans. Each character shall be formed by a matrix of luminous pixels. The supported fonts shall also meet the latest MUTCD font and pixel requirements.

c. Line and Character Spacing.

Signs shall display all the fonts listed herein with the following inter-character spacing:

- i. Single-stroke fonts shall be displayable with two-pixel spacing,
- ii. Double-stroke fonts shall be displayable with two-pixel and three-pixel spacing, and
- iii. The inter-character pixel spacing for the downloadable fonts is user-selected per NTCIP

7. Diagnostic and Status Features.

The functional status of the DMS communications and major DMS components shall be reportable to the DMS Central Software and displayable on the Central Computer monitor. This shall include:

- a. Field Controller Communications - as "normal" or "failed".
- b. DMS Site Power - including the name of power supply, status (e.g., no error, power fail, voltage out of spec, or current out of spec) and type.
- c. DMS Display Status - as {name of message being displayed}, "off", or "disabled due to overheating".
- d. DMS Display Status shall include: When the sign controller is polled or a message is downloaded from the central controller or laptop computer, each pixel in the sign shall be read and its current state (full on, half on, or off), for the current displayed message, shall be returned to the central controller. This will allow the central controller or laptop computer to show the actual message that is visibly displayed on the sign on an individual pixel basis in a WYSIWYG

(What-You-See-Is-What-You-Get) format. This pixel status read shall not affect the displayed message in any way.

- e. *LED Intensity Level* - the percentage of the "*Maximum Pulse Width Modulation (PWM) Level*" which is either automatically selected by the Field Controller or is manually selected by a Central Software operator.
- f. *LED Intensity Control Method* - as "automatic" or "manual".
- g. *LED Pixel Status* - displayed upon operator request, in a bit-map graphic format - "OK", "Stuck at full on", "Stuck at full off", "Stuck at half on", "Stuck at half off".
- h. *LED Pixel Failure* - as type of test run, pixel location, error type (e.g., stuck on, color error, mechanical error, stuck off, or partial error).
- i. *Regulated DC Power Supply Output* - as "normal", "failed", or "Low".
- j. *Internal DMS Temperature* - LED pixel board temperature as measured by two internal sensors - presentable in degrees F and C.
- k. *Ambient DMS Site Temperature* - outdoor air temperature as measured by an external temperature sensor - presentable in degrees F and C.
- l. *DMS Environmental Control Fan Status* - as "on", "off", or "failed".
- m. Additional status and diagnostic information as specified within this Section.

8. Response to Errors.

In the event of communication errors or a Field Controller lock-up, the DMS shall continue to display the current message. In the event of a power failure, the DMS shall display the current message upon restoration of power. All communications and/or power failures shall be dealt with as defined within the parameters of Section 3.5.2.3.5 of NTCIP 1203 (v02.39), "*Configure Event-Based Message Activation*".

9. Transient Protection.

DMS and Field Controller signal and power inputs shall be protected from electrical spikes and transients, as described herein:

- a. AC power for all equipment shall be protected at the load center inside the control equipment cabinet. A parallel-connection surge suppresser, rated for a minimum surge of 10kA, shall be connected to the load center in a manner which protects the load center and the equipment it feeds.
- b. AC power for control equipment, such as the Field Controller and communication device (Comm Device), shall be further protected by the use of a series-connected surge suppresser capable of passing 15 amperes of current. This device shall conform to the following requirements:
 - i. withstand a peak 20,000 ampere surge current for an 8 x 20 microsecond wave form;
 - ii. 20 minimum peak surge occurrences;
 - iii. clamp at 20,000 amperes, 340 volts, maximum;
 - iv. maximum continuous operating current of 15 amperes at 120 Vac, 60 Hz;
 - v. series inductance of 200 microhenrys (μ H), nominal;
 - vi. temperature range of -40°F to 185°F {-40°C to 85°C};
 - vii. approximate dimensions of 3 inches wide x 5 inches long x 2 inches high; and,
 - viii. this device shall be UL 1149 recognized.

- c. RS-485 communication lines between the Field Controller and the LED driver circuits shall be protected by avalanche diodes rated for 11.5 Volts at 10 amps and 14 Volts at 70 amps.
- d. RS-232 and RS-485 communication ports in the Field Controller shall be protected by avalanche diodes connected between each signal line and ground.
- e. RS-485 photo and temperature sensor communication ports in the control equipment shall be protected by avalanche diodes connected between each signal line and ground.
- f. Incoming wireless communication links shall be protected by a series/parallel two-stage suppression device that provides a 200-volt clamp.
- g. Digital input and output lines from the DMS to the control equipment shall be protected at the control equipment by optically-isolated input and output modules, or optically-isolated solid-state relays.
 - i. Inputs shall include but shall not be limited to: DMS regulated power supply diagnostics and the AC power failure alarm.
 - ii. Outputs shall include but shall not be limited to: cooling fan and defog/defrost fan control.

10. Sign Display and Visibility.

a. DMS Housing Alignment.

The angular alignment of the sign housing shall be static in the vertical direction.

b. Display Visibility.

The sign display shall be clearly visible and legible from distances between 170 ft. and 900 ft. {52 m and 270 m} under normal freeway operating conditions. The luminous intensity of the pixel shall not decrease more than 50 percent when viewed at an angle of ± 7.5 degrees for freeway signs and ± 15 degrees for arterial signs when centered about the optical axis and perpendicular to the surface of the display.

The luminance level (or luminous intensity level) for different elements cannot vary by more than 10 percent of the mean output of all the elements. The contrast ratio shall be within the following ranges:

EXTERNAL ILLUMINANCE (LUX)	CONTRAST RATIO
40,000	7 to 50
20,000	7 to 50
10,000	7 to 50
4,000	7 to 50
400	7 to 50
40	15 to 100

The contrast ratio is to be calculated as follows:

$$\text{Contrast Ratio} = (LA - LB)/LB$$

where:

LA is measured intensity resulting from the Active Test Area Under Illumination;

and,

LB is measured intensity resulting from the Inactive Test Area Under Illumination.

c. Text Size.

When the sign displays text, the DMS shall display text in appropriate sizes and proportions to allow for sufficient sight distance. In locations with speed limits of 45 mph or higher, letter heights of 18 inches minimum shall be used. In locations with speed limits of less than 45 mph, letter height of 12 inches minimum shall be used.

Text characters on full-matrix signs shall conform to ALDOT's current font library used with ALDOT's Intelligent Transportation Systems software applications.

11. ITS Cabinet.

DMS components not contained within the DMS housing shall be installed within an ITS Cabinet as specified within this Specification of the type and location as shown on the Plans.

12. DMS Field Controller.

Each DMS shall include an associated Field Controller, which shall be installed within the sign housing itself or in an ITS Cabinet mounted on the sign structure.

DMS Field Controller shall be either a Type 2070L controller or a proprietary controller. Both controller types shall be fully programmed with the proper NTCIP protocols.

If a proprietary controller is to be utilized, the DMS sign manufacturer shall be required to enter into a firm price supply contract with ALDOT for no less than five years at an end cost to ALDOT of no more than 80% of the most current State Contract Pricing for a standard Model 2070L controller.

The DMS Field Controller shall conform to the following requirements:

a. Characteristics.

- i. Each Field Controller shall be a microprocessor-based integral unit containing its own regulated DC power supply.
- ii. Field Controller shall be housed in its own environmentally-resistant, durable, non-corrosive enclosure.
- iii. Field Controller enclosure shall: easily fit inside the control equipment cabinet; not exceed volume of five cubic feet; and occupies no more than 1.5 feet of vertical rack space.
- iv. Maximum weight of 25 pounds, including its enclosure.
- v. Field Controller shall operate successfully throughout a temperature range of -22°F to 185°F $\{-30^{\circ}\text{C}$ to $85^{\circ}\text{C}\}$, and it shall otherwise conform to the environmental standards outlined in NEMA TS2, Section 2.
- vi. Within the housing shall reside a remote fiber optic transceiver or a wireless transceiver as shown on the Plans.
- vii. Only one sign controller shall be used in each sign. No intermediate control device shall be used.
- viii. Field Controller hardware and software shall support all DMS communication, control, and diagnostic features as listed herein, as well as those features listed in the DMS and Central Software requirements.
- ix. Field Controller hardware and software shall permit communication with the Central Computer in either of the following modes, which shall be user selectable:
 - *Polled Multi-Drop Operation* in which the Field Controller informs the Central Computer of its current status, in response to a periodic automatic query from the Central Computer; or,
 - *Event-Driven Operation* in which the Field Controller responds to operator-initiated queries from the Central Computer, and it also calls the Central Computer as required herein.

b. Memory.

DMS Field Controller shall have both permanent and changeable memory. Permanent memory shall be in the form of flash-PROM integrated circuits, or latest technology being utilized as approved by the Engineer, and shall contain the executable Field Controller software. Changeable memory shall be in the form of non-volatile changeable solid-state memory integrated circuit, or utilize latest technology as approved by the Engineer, and shall retain the data in memory for a minimum of one year following a power failure. The changeable memory shall contain the library of messages, the message display schedule and programmable operating parameters. Message storage requirements and attributes shall be as detailed within this Specification. Each message shall have the capability to be defined and stored as a six-frame message.

c. NTCIP Conformance and Management Information Base (MIB).

The DMS Field Controller shall implement an NTCIP protocol stack that is based on the NTCIP Object Definitions for Dynamic Message Signs and Class B profile (NTCIP 1201, NTCIP 1203, NTCIP 2001, NTCIP 2101, NTCIP 2104, NTCIP 2201, NTCIP 2202, and NTCIP 2301). All communication will be made using either SNMP or Simple Mail Transfer Protocol (SMTP) to retrieve and/or update the configuration of the DMS controller. Furthermore, if the DMS Field Controller is required to generate

a response to the SNMP/SMTP request, then it should send the response to the requestor within five (5) seconds of receiving the request.

NTCIP Conformance and MIB Objects shall meet the following functional requirements:

- i. The DMS Field Controller shall implement an NTCIP protocol stack based on the NTCIP Object Definitions for DMS and Class B profile.
- ii. The configuration of the DMS Field Controller shall update using communication via SNMP and SMTP.
- iii. When the DMS Field Controller is required to generate a response to the SNMP/SMTP request, the controller shall send the response to the requestor within five (5) seconds of receiving the request.

d. Data Transmission Requirements.

Each Field Controller shall contain two EIA/TIA RS-232E communication ports:

- i. one for remote wireless or fiber optic communications; and,
- ii. one for local communication with a laptop computer (using 10/100 BaseT Ethernet port).

Both ports shall be capable of operation at baud rates of 9,600 to 56,000 bits per second or greater. The exact baud rate used shall be user selectable. The Contractor shall install a communications Comm Device as shown on the Plans and shall connect the Comm Device/transceiver to the EIA/TIA RS-232E port and communications device.

e. Clock.

Field Controller shall contain a computer-readable time-of-year clock that has a lithium battery backup. The battery shall keep the clock operating properly for at least ten (10) years without external power, and the clock shall automatically adjust for daylight savings time and leap year through hardware or software or a combination of both. The clock shall be set by the Field Controller's microprocessor, and it shall be accurate to within one (1) minute per month.

f. Password.

The user shall be prompted to enter a password which shall be stored and verified by the Field Controller. The password shall not be echoed on the operator interface when entered by the user. The Field Controller shall be able to store a minimum of three (3) user passwords. Initial access passwords shall be installed by the Contractor as required by the Engineer.

13. Field Controller Software.

The Field Controller shall instruct the LED driver circuitry in a manner which causes the desired message to be displayed on the DMS. At a minimum, signs shall be able to display the alphanumeric character fonts described within the Specification. Software shall handle such details as centering text on a display line, right justification, left justification, and legible spacing of letters and words. Software shall include a mechanism to allow the selection of a particular font style (character width and single-stroke vs. double-stroke, etc.).

The software shall support a flashing feature and the alternating between frames of a multiple-frame message as described within the Specification. Software shall be designed to provide a default value for each display parameter supported.

a. Message Selection.

In the absence of instructions to the contrary from the Central Software, the Field Controller shall implement a message selected from those stored in its memory, based upon date and time as specified by a message schedule feature.

Display of a scheduled message may be overridden by instructions sent from a Central Software operator. A Central Computer or laptop computer shall be able to cause the Field Controller to implement a particular message selected from those stored in its memory, or a new message entered via the Central Software. The Central Software shall be able to edit or completely replace a message stored in the Field Controller's memory or revise the message schedule. In addition, it shall be able to cause the Field Controller to report its schedule or the text of any message stored in its memory.

Software shall incorporate fail-safe procedures to check messages received and shall not change a message stored in memory, the message currently displayed on the sign, the schedule stored in memory, or the current time unless the new message is correctly received.

Normally, a displayed message shall remain on the sign until either a command to change the current message or the schedule in the Field Controller's memory indicates that it is time for a different message. However, it shall be possible to confer a "*priority*" status onto any message, and a command to display a priority message shall overwrite any non-priority message being displayed.

b. LED Intensity Control System.

The sign controller shall monitor the photocell circuits in the sign and convert the measured light intensity into the desired pixel brightness. The photo circuit readings shall be correlated with a brightness table in the sign controller. The brightness table shall have a minimum of 255 brightness levels. Automatic adjustment of the LED driving waveform duty cycle shall occur in small enough increments so that brightness of the sign changes smoothly, with no perceivable brightness change between adjacent levels. The brightness table in each individual sign controller shall be adjustable from the central controller and can be customized according to the requirements of the installation site. Each sign shall have its own, independent brightness table.

Brightness shall be manually settable from the front panel of the controller and remotely from the central computer in 1% increments.

The LED intensity control system shall conform to the following requirements:

- i. The DMS shall contain three (3) photoelectric sensors, which shall be provided and installed as described within the Specification.
- ii. Manual and automatic intensity control modes shall be provided in a manner which enables the user to select the desired mode of operation, although the typical control mode shall be "*automatic*".
- iii. Automatic intensity control shall select one of at least sixteen LED intensity levels based on the sensed ambient light. The threshold points for each intensity levels shall be user programmable. LED intensity levels shall be available in 1% increments and in a range of 1% to 100% of maximum display intensity.
- iv. Central Software shall contain a feature which enables the user to set a maximum usable intensity threshold, which is a percentage of the absolute maximum possible intensity. This shall be for the purpose of providing intensity headroom, for future years when the LED's begin to degrade. Daily LED intensity levels, selected via both automatic and manual control, shall be selectable from a range of 1% to 100% of this maximum intensity value. At the time of DMS delivery, this maximum intensity value shall be set to 67%.
- v. Manual intensity control shall be achievable both locally and remotely. Local control shall be with a laptop computer connected to the RS-232 port furnished in the Field Controller. Remote control shall be achieved by calling the Field Controller with a Central (remote) Computer.

c. Interference.

The DMS intensity control circuits and power system shall utilize electrical devices to minimize radio frequency interference (RFI) noise generated by the DMS on the power line, as well as noise radiated by the DMS circuitry.

d. Communications.

The Field Controller shall be able to communicate with the Central Computer via the remote-control port in either of two ways: polled multi-drop operation or event-driven direct operation.

In polled multi-drop operation, there is constant communication between each Field Controller and the Central Computer. Several Field Controllers may be on the same communication channel, with each controller assigned a unique identification (ID) number. ID numbers for controllers shall conform to the NTCIP requirements for address numbers as indicated in this Specification, and a Field Controller shall only respond to messages labeled with its ID or to the broadcast address ID. In the polled multi-drop mode, Field Controllers never initiate communication, but merely transmit their responses to commands or queries from the Central Computer. The Central Computer queries each Field Controller frequently about its current status information.

Each sign shall have a unique ID number, which the Region/Area or Central TMC Computer selects when it wants to issue a command or check on the status of the sign. The Field Controller

shall also be able to call the Central Computer whenever it detects restoration of AC power at its DMS site and/or the internal DMS temperature exceeds the programmed safety limit. If the Central Computer's line is busy, the Field Controller shall keep trying at intervals selectable by the operator until communication is established. Once it connects with the Central Computer, the Field Controller shall transmit a status message that includes its identifying number. The Field Controller shall automatically disconnect dial-up communications within five (5) minutes if communication from the Central Computer is not detected.

Upon any status changes initiated either remotely or locally to the DMS Field Controller, the Field Controller shall automatically update the Central Computer.

The Field Controller shall be configured such that if one communication mode is operational (multi-drop vs. wireless), then the functionality of the other mode is disabled.

With either communication mode, it shall be possible for a maintenance technician to connect a laptop computer to the Field Controller's local RS-232 port and carry out all DMS control and diagnostic operations that could be carried out by the Central Computer. However, local laptop control capability shall be limited to only the DMS which is directly connected to that Field Controller.

e. Controller ID.

An 8-byte identification (ID) code shall be assignable to each Field Controller.

f. LED Diagnostic Test Capability.

Upon command from either a remote Central Computer or a locally-connected laptop computer running Central Software, the Field Controller shall test the electrical operation of all LED pixels and determine whether they are operating with: "normal" current, "over" current (short circuit), or "under" current (open circuit). This shall be accomplished via A/D conversion of each pixel's forward current. The alternate method of constant current monitoring may be used. The resulting data shall be communicated to the Central Software using an NTCIP compliant method that can be transmitted according to the NTCIP Class D profile. LED pixel diagnostic data shall be displayable to a system operator as described in ALDOT's Regional Traffic Management Center (RTMC) Standard Operating Procedures Manual.

g. Power Interruptions.

Contents of the Field Controller's memory shall be preserved by battery backup during AC power interruptions and the Controller shall automatically resume operation once AC power is restored. Upon recovering from a power interruption, the Field Controller shall leave the current message on the sign until it receives a command to change it, or until a message change is called for by the sign schedule. The Field Controller shall report to the Central Computer that it has just recovered from a power interruption.

h. DMS Communications Devices.

i. Fiber Optic Data Transceivers.

Fiber Optic Data Transceivers shall be in accordance with **Article 893.04, "Network Devices"** and shall be fully compatible with the existing fiber optic network devices and their control and diagnostic bays in Hub and TMC buildings. Network Devices shall be single-mode and RS-232. Fiber optic transceivers shall be mounted within the DMS exterior equipment cabinet mounted on the sign structure itself.

If shown on the Plans, the Contractor shall supply one (1) remote or field fiber optic transceiver and one (1) head-end fiber optic transceiver for each direct connect DMS. These Fiber Optic Data Transceivers both field and head-end shall be paid under their respective pay item number.

ii. Wireless Data Transceivers.

The Wireless Data Transceiver units required on remote signs, those not direct-connected via fiber optic cable, shall be remote data units as supplied by the Department and as indicated on the Plans. These units shall be set up for data transmission, RS-232.

ALDOT shall provide the Contractor with one (1) remote unit per remote sign and one (1) head end unit that has the capability to communicate with a maximum of 30 multiple remote wireless units.

The Contractor shall indicate which DMS will utilize wireless within the material submittal to the Engineer.

14. National Transportation Communications for ITS Protocol (NTCIP) for DMS.

The DMS shall meet the National Transportation Communications for ITS Protocol (NTCIP) requirements as defined within ALDOT's **ITS Test Manual Document No. ITS-035 "Supplemental Dynamic Message Sign (DMS) NTCIP Requirements"**. This Supplemental Specification document may be obtained by contacting ALDOT's Design Bureau - Traffic Engineering Division or Construction Bureau.

Please note that if a Conformance Group is mandatory, then all objects within that group listed as mandatory shall be supported. If the DMS does not support the functionality associated with a specific object or group of objects, yet still meets ALDOT's minimum requirements, then the device must respond with a noSuchName error response when requests are made for those objects.

The NTCIP Protocol supplied shall be the most recent version/release implemented. The originally supplied version of the NTCIP software supplied with the DMS shall be fully capable of upgrade by the DMS supplier and with no cost to the State.

15. Laptop Computer.

The Contractor shall have a laptop computer for testing that will run the field controller and NTCIP testing software as required within the Specifications. The laptop computer shall remain the property of the Contractor after the completion of all DMS testing.

16. Software Upgrades.

The sign manufacturer shall supply to the Department a statewide license for the unrestricted utilization of internal control and remote sign software contained herein. Furthermore, the sign manufacturer shall supply to the Department all future internal control software upgrades of the originally supplied software version at no cost to the Department.

17. Supporting Structure

Supporting Structure used for mounting the equipment shall conform to the requirements given in **Section 718**.

DMS shall be attached to their overhead support structures with aluminum support beams comprised of aluminum alloy 6061-T6. The number of support beams needed and the method of attaching the support beams to the sign housing and the overhead sign support structure shall be as required to conform to the current edition of AASHTO's "*Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals*" and all other structural requirements specified for this contract. The support beam attachment shall also be certified by a Professional Engineer in accordance with **Section 718**.

Where overhead support structures extend over both directions of a roadway, these structures shall be designed to accommodate future DMS for the other direction along with any necessary walkway, catwalk or access ladder additions. Also, overhead support structures with indicated future DMS on the Plans shall be designed to accommodate these future features along with any necessary walkway, catwalk or access ladder additions. These overhead support structures shall be supplied and installed with a vibration dampener (as approved by the Engineer) in place of the future DMS. The Contractor's design submittal shall include and indicate these items within their respective support structure design computations and drawings.

18. Concrete Foundation

Concrete Foundation used for Supporting Structure shall conform to the requirements given in **Section 718**.

19. Electrical Power Service

Electrical Power Service shall be in accordance with Article 893.13, "*Electrical Power Service and Transformer*".

(b) Walk-In DMS.

1. General.

a. Housing Service Access.

The Contractor shall provide each Walk-In DMS with a suitable catwalk for service access to the DMS. Include with all Walk-In DMS housings a 4 ft {1.2 m} wide or greater catwalk that extends from

the right or left shoulder support structure, as shown on the Plans, to flush with or extending underneath the sign enclosure. Safety rails shall be provided as a part of the catwalk. Provide a catwalk that will support at least 2,000 lbs. {907 kg} with no discernible displacement.

The Walk-In DMS housing and all of its equipment and materials shall be designed and constructed so that all maintenance and repair is performed from within the DMS housing, with the exception of structural members and components thereof.

All Walk-In DMS housings shall have a minimum of 2 ft. 10 in. {86 cm} wide pathway inside the sign housing to allow adequate room for maintenance personnel. There shall be 18 inches {46 cm} of clear area between all equipment along the entire length of the sign housing from the 24 inch {61 cm} walkway up to 6 feet {1.8 m} above the 24 inch {61 cm} walkway. The walkway shall conform to NEMA TS4 Section 3.2.8.2 "*Work Area*" unless otherwise specified within this Specification.

Walk-In DMS housing doors shall be installed on each side of the DMS housing and shall open outward toward the housing's rear wall. DMS housing doors shall be rain-tight/dust-tight and shall have minimum 2.5 ft. by 6 ft. {0.76 m by 1.8 m} opening. The Walk-In DMS housing doors shall be furnished with a door lock that is keyed to use a Corbin No. 3 key. The door lock shall be a swing cover, plated brass, tumbler type that is designed for outdoor "*no freeze up*" applications. The latching/locking mechanism shall include a handle on the interior of the housing, so that a person with no key and no tools cannot become trapped inside the housing. The door latch system shall be capable of being locked, unlocked, opened, or closed from either the outside or inside of the housing. The Walk-In DMS housing doors shall contain hold-open braces and door stops that allow the door to be held in the full, 90, 45, and 30 degree open positions without the use of tools. The hold-open braces, doors, and hinges shall be designed to withstand a minimum wind speed as defined on the Plans (reference ALDOT Index Nos. 71001-71002, Standard Dwg. No. IHS-710, "*Wind Velocity Chart for Roadside Signs*") while the door is held in any of these positions.

One of the two Walk-In DMS housing doors will require removable rails to be mounted on the inside of the housing. Rails shall be installed horizontally and spaced vertically every twelve inches to a height of 42 inches {106 cm} above the internal walkway. Rail size shall be as required to prevent a 300 pound {136 kg} person from falling out of the DMS housing, if the doorway is open. Rails shall be attached to the sign housing with stainless steel hardware and designed for removal with simple hand tools.

Rails shall meet OSHA 1910.36 paragraph 6 safety requirements. Prior to DMS installation, the Engineer will advise the Contractor as to which doorway will require rails.

In each Walk-In DMS housing, provide folding step or a similar mechanism to allow a technician to reach the upper interior of the sign during maintenance without the need of a portable device such as a ladder or step stool and which does not interfere with the normal operation of the sign. External repair of the housing and sign face shall be the only items requiring access to the external portions of the housing.

b. Interior Ventilation.

Walk-In DMS housing shall conform to the ventilation requirements of NEMA TS4 Section 3 "*DMS Mechanical Construction*".

c. Interior Lighting and Duplex Receptacles.

The DMS Walk-In housing shall contain interior lighting which conforms to NEMA TS4 Section 3.2.8.3 "*Nighttime Service Lighting*" utilizing UL Listed LED lighting fixtures rated for outdoor use and extreme temperatures.

Comparable fluorescent lighting may be used but must be submitted via an exception letter to the Engineer for review and approval. If approved, this fluorescent lighting must meet same luminance lighting levels as those obtained with above lighting system. Proposed fluorescent light ballasts shall be rated for operation at 0°F {-18°C}.

The light circuit shall be controlled by a manual timer switch having either an adjustable on time of two (2) hours or a four hour timer with adjustable on time of 15 minute increments; and shall be located on the inside of the housing near the door. The light switch timer shall begin timing a "*lights on*" condition of two hours minimum, but no more than four hours, upon activation of the switch. Turning the switch off and back on will reset the time out to another "*lights on*" cycle from the time of the off-on cycle of the switch. Upon time out of this "*lights on*" period, the switch shall

deactivate the interior lighting by disconnecting the 120 Vac ungrounded circuit from the light fixture.

Use a circuit breaker to protect two separate duplex 120V Ground Fault Circuit Interrupter (GFCI) receptacles that are provided on each end of the sign case for the use of maintenance personnel. Use receptacles rated for 20 amperes. Each receptacle shall be fed from a 20 ampere nominal 120 Vac circuit.

2. Functional Requirements.

The DMS shall display user defined text and images.

The DMS shall display screens statically, flashing, and as a series of displays.

The DMS shall display screens through user defined actions with the DMS user interface and remotely.

The DMS shall display a test screen when defined by the user for: full display (brightness configured), characters (configured alpha, numeric, and special characters), and patterns (configured flashing, corners).

The DMS shall reset display after power interruption.

The DMS shall operate without interruption with a primary power source.

The DMS shall reset automatically when requested by a user from the DMS user interface and remotely.

3. Technical Specifications.

DMS shall include associated control, diagnostic equipment, wireless or fiber optic communications, LED lights, and power source.

The DMS must meet the requirements of NEMA TS4 "*Hardware Standards for Dynamic Message Signs (DMS), with NTCIP Requirements*". A DMS is classified by the type of sign display and the type of mechanical construction.

The Walk-In DMS must meet the mechanical construction requirements of NEMA TS4 Section 3.2.8 "*Walk-In Access DMS*" unless otherwise specified within this Specification.

The Walk-In DMS shall meet the following weight, size, power, and display characteristics:

DESCRIPTION	SPECIFICATION	
	Size W-1	Size W-2
Weight (maximum):	5000 lbs {2268 kg}	3,500 lbs {1,588 kg}
Housing Dimensions (maximum):		
Width	38 ft {11.6 m}	25 ft {7.6 m}
Height	11 ft {3.4 m}	8 ft {2.5 m}
Depth	5 ft {1.5 m}	4 ft {1.3 m}
Display Dimensions (minimum):		
Width	27 ft {8.2 m}	22.67 ft {6.91 m}
Height	6.25 ft {1.91 m}	6.25 ft {1.91 m}
Power (maximum):		
For signs ≤ 10 characters wide	6,000 W	6,000 W
For signs > 10 characters wide	13,000 W	13,000 W
Display Viewing Angle:	30 degrees	30 degrees
Display Type:	Full Color, Full Matrix	Full Color, Full Matrix
Pixel Spacing:	20 mm	20 mm

(c) Front Access DMS.

1. Functional Requirements.

The DMS shall display user defined text and images.

The DMS shall display screens statically, flashing, and as a series of displays.

The DMS shall display screens through user defined actions with the DMS user interface and remotely.

The DMS shall display a test screen when defined by the user for: full display (brightness configured), characters (configured alpha, numeric, and special characters), and patterns (configured flashing, corners).

The DMS shall reset display after power interruption.

The DMS shall operate without interruption with a primary power source.

The DMS shall reset automatically when requested by a user from the DMS user interface and remotely.

2. Technical Specifications.

DMS shall include associated control, diagnostic equipment, wireless or fiber optic communications, LED lights, and power source.

The DMS must meet the requirements of NEMA TS4 “*Hardware Standards for Dynamic Message Signs (DMS), with NTCIP Requirements*”. DMS are classified by the type of sign display and the type of mechanical construction.

The Front Access DMS must meet the mechanical construction requirements of NEMA TS4 Sections 3.2.5 “*Front and Rear Access*” and 3.2.6 “*Front Access DMS*” unless otherwise specified within this Specification.

The **Front Access DMS** shall meet the following weight, size, power, and display characteristics:

DESCRIPTION	SPECIFICATION	
	Size FA-1	Size FA-2
Weight (maximum):	2,500 lbs {1,134 kg}	3,500 lbs {1,588 kg}
Housing Dimensions (maximum):		
Width	20 ft {6.1 m}	28 ft {8.5 m}
Height	7.5 ft {2.3 m}	8.5 ft {2.6 m}
Depth	2.5 ft {0.8 m}	2.5 ft {0.8 m}
Display Dimensions (minimum):		
Width	16.25 ft {5.04 m}	22.67 ft {6.91 m}
Height	4.16 ft {1.27 m}	6.25 ft {1.91 m}
Power (maximum):		
For signs ≤ 10 characters wide	6,000 W	6,000 W
For signs > 10 characters wide	13,000 W	13,000 W
Display Viewing Angle	30 degrees	30 degrees
Display Type	Full Color, Full Matrix	Full Color, Full Matrix
Pixel Spacing	20 mm	20 mm

(d) Dedicated DMS.

1. Functional Specifications.

The DMS shall display images (as applicable per DMS usage) and user defined text.

The DMS shall display screens statically and flashing.

The DMS shall display screens through user defined actions with the DMS user interface and remotely.

The DMS shall display a test screen when defined by the user.

The DMS shall reset display after power interruption.

The DMS shall operate without interruption with a primary power source.

The DMS shall reset automatically when requested by a user from the DMS user interface and remotely.

2. Technical Specifications.

DMS shall include associated control, diagnostic equipment, wireless or fiber optic communications, LED lights, and power source.

The DMS must meet the requirements of NEMA TS4 “*Hardware Standards for Dynamic Message Signs (DMS), with NTCIP Requirements*”. DMS are classified by the type of sign display and the type of mechanical construction.

The Dedicated DMS must meet the mechanical construction requirements of NEMA TS4 Sections 3.2.5 “*Front and Rear Access*” and 3.2.6 “*Front Access DMS*” unless otherwise specified within this Specification or shown on the Plans.

The **Dedicated DMS** shall meet the following weight, size, power, and display characteristics:

DESCRIPTION	SPECIFICATION	
	Size D-1 (CSLS)	Size D-2 (CTTS)
Display Dimensions (maximum): Width Height Depth	As shown on the Plans As shown on the Plans 6 in {15.2 cm}	As shown on the Plans 2.0 ft {61.0 cm} 6 in {15.2 cm}
Character Height:	As shown on the Plans	18 in {45.7 cm}
Power	120/240 Vac	120/240 Vac
Communications	Ethernet, RS-232	Ethernet, RS-232
Display Viewing Angle	30 degrees	30 degrees
Viewing Distance	1,100 ft	1,100 ft
Display Type	Full Color, Full Matrix	Full Color, Full Matrix

where CSLS is Dedicated Changeable Speed Limit Sign
and CTTS is Dedicated Changeable Travel Time Sign.

DESCRIPTION	SPECIFICATION	
	Size D-3 (DLCS)	Size D-4 (DLCS)
Display Dimensions (maximum): Width Height Depth	As shown on the Plans 1.5 ft {45.7 cm} 6 in {15.2 cm}	As shown on the Plans 2.0 ft {61.0 cm} 6 in {15.2 cm}
Character Height:	12 in {30.5 cm}	18 in {45.7 cm}
Power	120/240 Vac	120/240 Vac
Communications	Ethernet, RS-232	Ethernet, RS-232
Display Viewing Angle	30 degrees	30 degrees
Viewing Distance	1,100 ft	1,100 ft
Display Type	Full Color, Full Matrix	Full Color, Full Matrix

where DLCS is Dedicated Lane Control Sign.

893.08 Environmental Sensor.

(a) General.

1. Data Processing Unit.

The Data Processing Unit shall perform any data processing and storage required on the data received from the sensors. Each data record shall include sensor readings of a user-defined time interval of 5 to 60 minutes.

The Data Processing Unit shall be capable of transmitting an alarm in the event of a low power supply, complete power loss, or return to normal operation.

The Data Processing Unit shall be able to transmit alarms for user-defined thresholds for sensor parameters.

The Data Processing Unit shall operate with a minimum of 20 sensors concurrently.

The Data Processing Unit shall process with a minimum of 512 MB RAM.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-22°F to 140°F {-30°C to 60°C} minimum
Housing	Field Hardened
Communications Ports	RS-232, RS-485, Ethernet
Power	24 Vdc, 4 A maximum

2. Communications.

The environmental sensor, whether an individual sensor or working as a system, must be capable of transmitting all collected data. See above table for minimum communication port requirements.

3. Software.

All manufacturer software required to configure and operate the Environmental Sensor system shall be provided.

4. Cabinet.

Any equipment not rated for outdoor use shall be enclosed in a cabinet as specified within the Specifications.

(b) Weather Sensors.

Provide an environmental Weather Sensor that shall provide specified environmental information for the purpose of evaluating environmental conditions for hazards.

1. Air Temperature.

An Air Temperature Sensor determines the temperature of the surrounding environment.

The air temperature sensor shall provide temperature information of the surrounding environment in all weather conditions, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40°F to 140°F {-40°C to 60°C}
Accuracy	±0.4°F (±1.0°F if < -22°F) {±0.22°C}
Housing	Weatherproof International Protection (IP) 66 rated
Humidity Operating Range	5 - 100%

2. Relative Humidity.

A Relative Humidity Sensor uses an industry standard sensor to determine the current relative humidity.

The relative humidity sensor shall provide information on relative humidity of the surrounding environment in all weather conditions and all humidity ranges, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40°F to 140°F {-40°C to 60°C}
Accuracy	± 2% Relative Humidity
Housing	Weatherproof IP 66 rated
Power	12 Vdc
Humidity Operating Range	5 - 100%

3. Visibility.

A Visibility Sensor detects low visibility conditions, which might occur during fog or falling precipitation.

The visibility sensor shall provide information on the visibility seen by drivers in all weather conditions, without delay.

The visibility sensor shall measure a two (2) minute sample, providing the average over that interval.

The visibility sensor shall operate with a heated hood to allow continuous operation in all weather conditions.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40° F to 140° F {-40° C to 60° C}
Accuracy	± 10%
Range	6,560 ft {2000 m} minimum
Housing	Weatherproof IP 66 rated
Power	12 or 24 Vdc
Signal Output	4 - 20 mA
Sensor Type	Light

4. **Precipitation Rate.**

A Precipitation Rate Sensor determines the current rate of precipitation.

The precipitation rate sensor shall provide information on the rate of precipitation for all precipitation types, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40° F to 122° F {-40° C to 50° C}
Precipitation Type	Rain, Snow
Precipitation Quantity (Reproducibility)	> 90% or ± 5%
Housing	Weatherproof IP 66 rated
Power	12 Vdc
Humidity Operating Range	5 - 100%

5. **Barometric Pressure.**

A Barometric Pressure Sensor uses an industry standard sensor to determine the current barometric pressure.

The barometric pressure sensor shall provide barometric pressure information in all weather conditions, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40° F to 140° F {-40° C to 60° C}
Range	850 - 1050 mbar minimum
Accuracy	± 0.5 mbar at 32° F to 140° F {0° C to 40° C}
Housing	Weatherproof IP 66 rated
Power	12 Vdc
Humidity Operating Range	5 - 100%

6. **Wind Speed and Direction.**

A Wind Speed and Direction Sensor uses an industry standard sensor to determine the current wind speed and direction.

The wind speed and direction sensor shall provide information on the speed and direction of the wind in all weather conditions, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40°F to 140°F {-40°C to 60°C}
Range: Direction Speed	0 - 359.9 degrees 0 - 75 m/s minimum
Accuracy: Direction Speed	±3° ± 0.3 m/s
Housing	Weatherproof IP 66 rated
Power	12 Vdc
Humidity Operating Range	5 - 100%

(c) Road Sensors.**1. In Road Pavement Temperature.**

An In Road Pavement Temperature Sensor uses an in road unit to determine the temperature of the roadway.

The in road pavement temperature sensor shall provide temperature information of the pavement surrounding the sensor in all weather conditions, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40°F to 158°F {-40°C to 70°C}
Temperature Observation Range	-40°F to 158°F {-40°C to 70°C}
Accuracy	±2°F {±1.11°C}

2. Remote Road Pavement Temperature.

A Remote Road Pavement Temperature Sensor uses a non-intrusive remote sensor to determine the temperature of the roadway.

The remote pavement temperature sensor shall provide temperature information of the pavement at which the sensor is directed, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40°F to 158°F {-40°C to 70°C}
Temperature Observation Range	-40°F to 158°F {-40°C to 70°C}
Accuracy	±2°F {±1.11°C}

3. Pavement Precipitation Depth.

A Pavement Precipitation Depth Sensor determines the thickness of ice, water, or snow currently on the roadway.

The pavement precipitation depth sensor shall provide information on the depth of precipitation on the roadway in all weather conditions, without delay.

DESCRIPTION	SPECIFICATION
Temperature Operating Range	-40°F to 158°F {-40°C to 70°C}
Water Depth Observation Range	0.01 - 0.50 in {0.3 - 12.7 mm}
Water Depth Accuracy	± 0.1 mm
Surface Conditions	Dry, Damp, Wet, Snow, Ice

893.09 Highway Advisory Radio (HAR).

(a) General.

1. HAR Descriptions.

The Contractor shall provide and install a Highway Advisory Radio (HAR) system that shall transmit a user defined changeable message for the purpose of relaying traffic, hazard, emergency, or other information to the public. ALDOT uses the following HAR systems:

a. Permanent HAR.

A Permanent HAR uses a permanently mounted HAR system that transmits a user defined changeable message on AM or FM radio frequencies.

b. Portable HAR.

A Portable HAR uses a portable, trailer mounted, HAR system that transmits a user defined changeable message on low-power AM radio.

c. Configuration and Management.

The HAR shall be configured and managed both locally and remotely.

2. Radio Transmitter.

The Radio Transmitter subsystem shall meet the following requirements:

a. Capability for adjustment of radio frequency (RF) output power and audio input levels through easily accessible controls.

b. A provision for automatic station identification (Automatic ID) shall be included.

3. Digital Recorder/Player.

A Digital Recording Unit shall be provided with the following minimum functional requirements:

a. Digitally record and store messages or audio files.

b. Store a minimum of 250 distinct digital messages or audio files, with variable length messages, which can be recorded, stored, or deleted independently.

c. Provide a minimum of 80 minutes of total recording time.

d. Allow the recording of a message while another message is being played (simultaneous record/playback).

e. Provide capability for message retention (indefinitely) without the use of a battery, in the event main site power is lost.

f. The Digital Recorder/Player shall provide Standard DTMF (dual tone multi frequency) tones as applicable.

g. Audio Frequency Input Impedance: 600 ohm (Ω) and Hi "Z" (The Contractor shall provide a compatible microphone).

h. Modulation Limiter: Built-in 100% peak modulation limiter.

4. Simulcast Synchronization.

a. Each synchronized HAR system shall be equipped with a GPS synchronizer, which shall provide the capability to phase-lock the transmitters to a common reference carrier to minimize heterodyne.

b. The GPS Synchronizer subsystem shall have been successfully tested in conjunction with the transmitter and certified by the FCC in accordance with the provisions of FCC Section No. 90.242.

5. HAR Cabinet.

The cabinet used to contain HAR equipment shall be in accordance with the requirements as specified within the Specifications and as shown on the Plans.

6. Antenna Subsystem.

a. Omni-directional, vertically polarized antenna providing high efficiency with low radiation angle performance.

b. Provide an Effective Isotropic Radiated Pattern (EIRP) of 2.0 mV/m @ 1.5Km (0.93 miles) per FCC regulations.

- c. Provide an overall VSWR of 1:4 or better with direct feed (without antenna tuner).
- d. Antenna shall be constructed from anodized aluminum with adjustable tip to minimize the standing waves.

7. Grounding.

- a. The antenna/grounding design shall be provided for each proposed HAR site taking into account local site conditions, soil conditions, antenna type and exact location, along with the ground plane designed.
- b. 8 AWG grounding wire shall be installed.
- c. The HAR antenna grounding design and design submittal shall be either conducted by or signed off by the HAR equipment manufacturer. The HAR antenna grounding design and submittal package shall include the requirements as specified within this Article and as defined in Sub-Article 729.03(i)1.c, "**HAR Antenna Grounding**".
- d. The HAR antenna subsystem shall be provided with an efficient ground plane properly tuned to the operational frequency and ground/soil type and conditions.
- e. The grounding subsystem shall consist of a set of horizontal radials of heavy gauge wire or radial loops extending outward from the base of the antenna to ensure proper grounding and performance requirements.
- f. An alternate ground system method and configuration may be designed and submitted as part the HAR grounding subsystem design submittal depending on site conditions to the Department for review and approval prior to construction.
- g. Regardless of the grounding type, the Contractor shall be responsible for providing a complete grounding subsystem that supports the minimum 4-mile transmission radius system performance as described herein.
- h. Antenna mast, or tower sections shall be bonded and grounded through HAR electrode system.
- i. Communications cables with metallic sheath and armored cables if used shall be grounded by using appropriate cable grounding kits as recommended by the cable manufacturer.

8. HAR System Software.

In areas where HAR systems exist the Contractor shall integrate new HAR stations with existing HAR server software and hardware.

The HAR software application shall provide centralized operator control and monitoring of dispersed HAR and flashing beacon subsystems with the following minimum features and capabilities:

- a. Shall allow the HAR system operator to select, display, schedule, and modify messages, transmit messages, list diagnostic information, and control of HAR field stations via the network.
- b. Shall provide for multiple modes of operation as follows: transmitter control, record and monitoring of messages, playing of pre-recorded messages, emergency broadcast mode (live), and National Oceanic and Atmospheric Administration (NOAA) weather radio broadcast when alert is activated.
- c. Shall import audio files created externally and log updates.
- d. Shall convert typed text into voice that can be used for a clear understandable message.

(b) Permanent HAR.

The Permanent HAR shall also meet the following minimum requirements:

- 1. broadcast user defined audio;
- 2. transmit a test broadcast when defined by the user;
- 3. reset radio transmission after power interruption and when requested by the user;
- 4. operate without interruption from: hardwired 120 Vac power source, solar panel power source, and battery backup power source; and,

5. operate without interruption from battery backup power source for a duration of three (3) days without charging.

The Permanent HAR shall also meet the following minimum requirements:

DESCRIPTION	SPECIFICATION
Power	120 Vac 12 Vdc Solar 180 Amp Battery Backup providing 3 days of continuous use
Audio Recoding Limit	80 minutes minimum
Transmit Radius	3 - 5 miles {6 - 10 km}
Transmitter	FCC Approved Part 90.242 GPS synchronization
Antenna Height	50 ft maximum
Enclosure	NEMA Type 3R Weatherproof
Broadcast Power	Adjustable up to 10 W
Broadcast Frequency Range	530 - 1700 kHz
Frequency Stability	± 20 Hz
Audio Distortion	< 1.5%, 200 Hz to 3 kHz
Audio Frequency Response	± 3 dB
Noise Level	70 dB maximum below 95% modulation level, 100 Hz to 3 kHz
Modulation	99%, -40 dB to 20 dB
Operating Temperature	-40°F to 85°F {-40°C to 29°C}
Operating Humidity	95% (non-condensing)
Communication Ports	Ethernet, RS 232 Serial, USB Flash Drive

(c) Portable HAR.

The Portable HAR shall also meet the following minimum requirements:

1. broadcast user defined audio;
2. transmit a test broadcast when defined by the user;
3. reset radio transmission after power interruption and when requested by the user;
4. operate without interruption from: solar panel power source and battery backup power source; and,
5. operate without interruption from battery backup power source for a duration of 10 days without charging.

The Portable HAR shall be mounted on a single axle trailer, supporting the antenna, radio, power supply, and other equipment during operation. The Portable HAR shall be towed with a standard ball hitch. The trailer shall be in compliance with federal and local regulations and be roadworthy.

The Portable HAR shall also meet/provide the following requirements:

DESCRIPTION	SPECIFICATION
Power	Primary Solar 12 Vdc, 2 A maximum 200 A Battery providing up to 10 days of continuous use
Audio Recoding Limit	80 minutes minimum
Transmit Radius	3-5 miles {6-10 km}
Transmitter	FCC Approved part 90.242 GPS synchronization
Antenna Height	25 ft maximum

Enclosure	NEMA Type 3R Weatherproof
Broadcast Power	Adjustable up to 10 W
Broadcast Frequency Range	530 - 1700 kHz
Frequency Stability	± 20 Hz
Audio Distortion	< 1.5%, 200 Hz to 3 kHz
Audio Frequency Response	± 3 dB
Noise Level	70 dB maximum below 95% modulation level, 100 Hz to 3 kHz
Modulation	99%, -40 dB to 20 dB
Operating Temperature	-40°F to 85°F [-40°C to 29°C]
Operating Humidity	95% (non-condensing)
Communication	Digital modem, RS 232 Serial, USB Flash Drive

893.10 Conduit, Conductor, Locate Tone Wire, Messenger, and Warning Tape.

(a) Non-Metallic Conduit.

1. General Non-Metallic Conduit.

Non-Metallic Conduit for ITS and related applications shall be Rigid Non-metallic Conduit (RNC) [i.e. Rigid Polyvinyl Chloride (PVC) conduit, Liquid-tight Flexible Non-metallic Conduit (LFNC), or High Density Polyethylene (HDPE) conduit] as indicated within this Section. All conduits shall be homogeneous and shall have no visible cracks or holes. Non-metallic conduit shall be of the size and type as shown on the Plans.

Non-metallic conduit shall be colored for intended usage as defined by the American Public Works Association (APWA) Uniform Color Codes unless otherwise shown on the Plans or directed by the Engineer. The color codes for underground utilities as adopted by the Department from APWA are as follows:

COLOR	USAGE
Red	Electrical power and lighting
Orange	Telecommunications, alarm or signal lines (ALDOT uses this color for ITS and fiber optics.)
Yellow	Gas, oil, steam, petroleum, or other gaseous or flammable material
Green	Sewers and drain lines
Blue	Drinking water
Purple	Reclaimed water, irrigation and slurry lines

All non-metallic conduits shall be watertight sealed using solid or split ring compression type duct plugs. Duct seal shall not be allowed. Couplings for HDPE conduits shall be compression type fittings that provide a watertight seal and full pullout resistance meeting ASTM D-3350.

LFNC shall be Underwriters Laboratories (UL) Listed (UL 1660 "*Liquid-Tight Flexible Nonmetallic Conduit*") category code DXOQ and used in accordance with NEC Article 356. Fittings for LFNC shall be mechanical connections manufactured to work specifically with LFNC. PVC cement shall not be used on LFNC. Flex shall be rated for 1000 Volts maximum.

When being installed for power applications, conduit and fittings shall be Underwriters Laboratories (UL) Listed for use as electrical conduit and carry the UL label. This UL label shall be marked as follows: (a) at 10 feet {3 m} length intervals for conduit; and, (b) stamped or molded on each fitting.

2. Exposed Non-Metallic Conduit.

Non-Metallic conduit installed exposed (above grade) shall be Rigid Polyvinyl Chloride Conduit (Type PVC) or Liquidtight Flexible Nonmetallic Conduit (Type LFNC). The exposed conduit shall be

ultra-violet (UV) stable (sunlight resistant) per UL 651. Exposed conduit shall be Schedule 80 PVC and shall comply with the following conduit and fitting standards:

- a. NEMA Standards Publication No. TC-2 "Electrical Polyvinyl Chloride (PVC) Conduit",
- b. ASTM D4396, "Standard Specifications for Rigid Poly (Vinyl Chloride) (PVC) and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds for Plastic Pipe and Fittings Used in Non-Pressure Applications",
- c. UL Standards No. 651 "Standard for Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings", and
- d. NEMA TC-3 "Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing".

3. Underground Non-Metallic Conduit.

Non-Metallic Conduit installed underground (below grade) shall be High Density Polyethylene Conduit (Type HDPE). Underground HDPE conduit shall be Schedule 80 or SDR-11 (depending upon UL Listing requirements for non-fiber installations and as shown on the Plans). If rocky soil conditions are encountered during precision directional bore installations, SDR-9 HDPE may be required. Underground HDPE conduit shall comply with the following conduit and fitting standards:

- a. NEMA Standards Publication No. TC-7, "Smooth-Wall Coilable Electrical Polyethylene Conduit",
- b. ASTM D2239, "Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter",
- c. ASTM D3035, "Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter",
- d. ASTM F2160, "Standard Specification for Solid Wall High Density Polyethylene (HDPE) Conduit Based on Controlled Outside Diameter (OD)",
- e. ASTM D3350, "Standard Specification for Polyethylene Plastics Pipe and Fittings Materials" for a minimum cell classification of PE334480E/C,
- f. ASTM F2176, "Standard Specification for Mechanical Couplings Used on Polyethylene Conduit, Duct and Innerduct", and
- g. UL Standards No. 651A "Standard for Schedule 40 and 80 High Density Polyethylene Conduit".

(b) Metallic Conduit.

Metallic Conduit for ITS and related applications shall be Rigid Metal Conduit (Type RMC) of Galvanized Steel, thick wall, unless otherwise shown on the Plans. Metallic conduit shall be of the size shown on the Plans.

All metallic conduits shall conform to applicable Underwriters Laboratories (UL), NEC, ANSI, and National Electrical Contractors Association Standard (NECA) conduit and fitting standards.

Galvanized Steel RMC shall also conform to: UL Standards No. 6 "Electrical Rigid Metallic Conduit - Steel"; ANSI Standard Publication No. C80.1 "American National Standard For Electrical Rigid Steel Conduit (ERSC)" with the applicable zinc protection coating requirements; and, ANSI Standard Publication No. NECA 101 "Standard for Installing Steel Conduits (Rigid, IMC, EMT)". All conduits shall be homogeneous and shall have no visible cracks or holes. All metal accessories and fitting used with the conduit shall be compatible and shall also meet the galvanization requirements as specified within the Specification.

Conduit and fittings shall be Underwriters Laboratories (UL) Listed for use as electrical conduit and carry the UL label. This UL label shall be marked as follows: (a) at 10 feet {3 m} length intervals for conduit; and (b) stamped or molded on each fitting.

Use of RMC for electrical cable shall be installed in accordance with the NEC including bond grounds.

When installed on a bridge or similar surface, the couplings shall be designed and factory certified to handle expected expansion and contractions on a bridge application.

(c) Reinforced Thermosetting Resin Conduit (RTRC).

Reinforced Thermosetting Resin Conduit (RTRC) shall be of reinforced thermosetting resin material with outer diameter size as shown on the Plans meeting or exceeding the latest requirements of NEMA Standards Publication No. TC-14 "*Reinforced Thermosetting Resin Conduit (RTRC) and Fittings*" and UL 2515 "*Standard for Supplemental Requirements for Extra Heavy Wall Reinforced Thermosetting Resin Conduit (RTRC) and Fittings*". The conduit design shall be rated for above ground installations such as on a bridge structure. The outer conduit, joints, and any spare used internally, shall be all-dielectric. The conduit shall be ultra-violet (UV) stable (sunlight resistant) per UL 2515.

The joint assembly shall be tested in accordance with ASTM D2105 "*Standard Test Method for Longitudinal Tensile Properties of Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe and Tube*". There shall be no water leakage through the joint when tested in accordance to UL Standard No. UL 2515 and CSA Standard C22.2 No. 2515, "*Aboveground Reinforced Thermosetting Resin Conduit (RTRC) and Fittings*".

Conduit joints shall consist of an integral bell and spigot. The spigot end shall have a buttress type, male thread for easy installation. The belled end shall contain the mating female threads. The conduit joint shall be made in such a manner as to form a watertight seal.

The couplings shall be manufactured from a high impact thermoplastic material and shall be supplied with lead-ins to facilitate assembly.

The couplings shall be designed and factory certified to handle expected expansion and contractions on a bridge application.

Appropriate termination kits shall be provided by the conduit manufacturer for terminating the conduit in manholes and junction boxes.

(d) Pull Tape and Pulling Grip.

Pull Tape shall be manufactured of aramid yarn and rated at 2500 lbs minimum for the purpose of attaching to, and the pulling of fiber optic and electrical cables into a conduit system. Pull Tape shall have low elasticity to minimize surge-induced fluctuation in pull tape tension. Pull Tape shall not damage the conduit or cut the innerduct when under tension. Pull Tape shall be factory or field installed within conduit.

Pulling grips shall be used in accordance with the cable manufacturer's recommendations and Standard Operating Procedures. Pulling grips shall be factory or field installed along with a breakaway swivel; and shall be designed and rated for pulling fiber optic and electrical cables. Pulling grips shall provide effective coupling of pulling loads to the jacket, aramid yarn, and central member of the fiber optic cable per the cable manufacturer's requirements. The use of a swivel between the pull tape and pulling grip is required to prevent twist to the cable during the pulling operation and to limit exceeding the cable's maximum pulling tension.

(e) Friction Reduction Multiduct Sleeves.

Friction reduction multiduct sleeves are required for installing new fiber where indicated on the Plans and with cell quantity specified. When size and quantity are not indicated on the Plans, a minimum of 3-cells shall be provided. Size shall be based on conduit size. Each cell shall contain a Pull Tape, as specified within the Specifications. Friction reduction multiduct sleeves shall be manufactured of flexible polyester and nylon resin polymer textile material rated for the installed environment.

(f) Conductor.

All conductors shall be Type XHHW-2 stranded copper with 1000 Vac rated cross-linked polyethylene insulation, high heat, and moisture resistance conforming to ANSI/NEMA Standard No. WC 70 and ICEA Standard No. S-95-658, "*Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy*". Conductors shall be rated for conduit, direct burial, and sunlight resistance. Conductors shall be suitable for wet or dry conditions at temperatures not to exceed 194°F {90°C}.

Conductor size shall be such to exceed the ampere rating of the upstream breaker. Conductors shall be soft drawn annealed copper having a conductivity of at least 98 percent of pure copper. Wires shall be single conductor type for sizes smaller than 8 AWG. Wires shall be stranded for sizes 8 AWG and larger.

Insulation marking and color coding of conductors shall meet NEC standards.

(g) Locate Tone Wire.

Locate Tone Wire shall be a 12 AWG, solid copper wire with an orange jacket (a.k.a. trace wire or locate wire) and also meet the CONDUCTOR requirements as specified within this Specification. Locate Tone Wire shall be suited for direct burial and shall be continuous.

(h) Messenger and Guy Wire.

Messenger Wire (a.k.a. span wire) and Guy Wire (a.k.a. guy strand or down guy) for ITS and related applications shall be steel, seven (7) wire strand, Class A (double galvanized) and conform to the requirements of ASTM Standards Publication No. A 475, "*Standard Specifications for Zinc-Coated Wire Strand*". The cable shall be extra high-strength grade steel (EHS) with a minimum nominal diameter of 1/4 inch {6 mm} and a minimum breaking strength of 3,136 pounds {14.0 kN}.

All cable attachment hardware and fittings shall be new and stainless steel or non-corrosive material and shall be provided with tensile strength adequate for the application. Cable attachment hardware and fittings shall include, but not limited to: pole attachment hardware, cable ties and straps, lashing, extension arms, and pole extensions. Fiberglass insulators are to be provided in accordance with applicable NESC, NEC and local Utility standards.

Down guy shall have a guy marker (a.k.a. guy guard) with materials as specified in accordance with applicable NESC, NEMA and local Utility standards.

(i) Warning Tape.

Warning Tape shall consist of an underground/buried tape marking the locations of conduits containing fiber optic cables and/or electrical conductors as indicated on the Plans.

Warning tape shall be 3 inch {7.6 cm} wide, elastic PVC, tear resistant, corrosion resistant and durable to extreme weather conditions. The color of the tape shall be orange with "ALDOT FIBER OPTIC CABLE - CALL ALDOT [insert phone number to be provided by the TSMO Engineer]" printed every 3 feet {0.9 meter} in black letters, unless otherwise noted on the Plans.

The physical test methods along with typical properties and values are specified below:

TEST METHOD	TEST SPECIFICATION	TEST VALUE/UNITS
Standard Weight	ASTM-D2103	20 lbs/100 feet
Thickness-overall	ASTM-D2103	4 mil
3 in. Tensile Break-MD	ASTM-D882	35 lbs/ft
3 in. Tensile Strength-MD	ASTM-D882	4 kpsi
3 in. Tensile Break-TD	ASTM-D882	38 lbs/ft
3 in. Tensile Strength-TD	ASTM-882	5 kpsi
Elongation-MD	ASTM-882	530%
Elongation-TD	ASTM-882	660%
Tear Strength	ASTM-D2261	1.5 lbs/ft

893.11 Grounding.

All grounding conductors shall be either bare or insulated with green jacket in accordance with the NEC.

Grounding electrodes (rods) installed for ITS equipment installations shall be copper clad rods of minimum size 5/8 inch {16 mm} in diameter and 10 ft {3.0 m} long. All non-current carrying conductive material shall be bonded together and grounded to earth through the grounding electrode. Grounding electrodes shall be bonded by seven (7) strand copper wire or strap of the same cross-sectional area as a 6 AWG {4.25mm} wire. Grounding electrodes shall conform to the NEC requirements and be approved by the Underwriter's Laboratory (UL).

[See Sub-Article 729.03(k), "*Grounding, Lightning Protection, Insulation, and Circuit Continuity*" for grounding system installation and testing requirements.]

893.12 Intelligent Transportation System (ITS) Cabinet.

(a) General.

All Intelligent Transportation System (ITS) Cabinets shall be of the same manufacturer per cabinet type, identical in size and shape, and of the same quality throughout the entire project. The ITS Cabinet shall be equipped internally as specified herein, and as required to suit the specific complement of equipment as shown on the Plans.

ITS Cabinets shall meet the following general requirements:

1. Material.

ITS Cabinet housing shall be Aluminum alloy 5052-H32 at 0.125 inch thick (minimum) with a natural aluminum finish and continuously welded seams. ITS Cabinet housing shall be UL listed and meet below NEMA environmental rating requirements. ITS Cabinet exteriors shall be free of any sharp edges and spurs.

For pole mounted applications, mount-side cabinet walls shall be designed to minimize deflection and cabinet movement. Some cabinet wall reinforcement may be necessary.

2. Cabinet Dimensions.

ITS Cabinet dimensions are to be as indicated within each cabinet type and are approximate. A tolerance of -0% to +15% shall be allowed on each cabinet dimension indicated within their respective cabinet type table.

3. Environment.

ITS Cabinet shall meet or exceed NEMA Type 3R standard requirements and NEMA TS2 standard requirements for shock and vibration. ITS Cabinet shall withstand ambient operating temperatures from -40°F to 185°F {-40°C to 85°C}.

Louvered vents shall be installed on doors of the cabinet for ventilation. The bottom of the vents shall be within 3 to 6 inches from the bottom of the door. Vents shall be framed in to allow installation of air filter. The air filter shall be held in place securely against the door by a bottom bracket and a spring loaded upper clamp. No incoming air shall bypass the air filter. The bottom filter bracket shall be formed into a waterproof sump with drain holes to the outside housing.

An UL listed thermostatically controlled power vent and dual fans shall be provided. The thermostat shall activate the fans at 110°F {43°C} and de-activate the fans at 90°F {32°C} with an accuracy of ±5°F {±3°C}. Fans shall be rated at 100 cfm. Fans shall also be rated for three (3) year continuous service life and have ball bearings.

4. Cabinet Lighting.

ITS Cabinets shall utilize high efficiency Light-Emitting-Diode (LED) lighting fixtures. These light fixtures shall be 120 Vac or have a power supply conversion. Each light fixture shall have a lumen output of 600 to 1200 lumens at 4000°K to 5000°K (with a tolerance of ±300°K). The initial light fixture output level is to be set at 1,000 lumens minimum per door, unless otherwise directed by the Engineer. The light fixture shall be covered by a protective shield that prevents glare. These LED light fixtures shall be operated by a UL listed Class 2 power supply.

These LED lighting fixtures shall be provided and mounted inside the top portion of the ITS Cabinet for each door opening and under the cabinet drawer(s) so that it remains stationary when drawer is extended. LED light fixtures shall be mounted such that they can be easily removed and replaced without interference from other devices mounted in the ITS Cabinet.

All light fixtures shall be activated upon any door opening. Door switches along with necessary connections to the respective light fixture shall be provided. Door switches shall be made of durable materials and mounted in a manner that will withstand repeated use.

5. Doors.

Doors shall be weather-resistant and dust-tight with a closed cell gasket. Mating surface of the doors shall be covered with a silicone lubricant to prevent sticking. Top gasket shall be the width of the door, side gaskets shall begin below top gasket and bottom gasket shall be within the side gaskets. Doors shall include a retaining ring installed on the inside of the gasket for protection. Three-point latching system is required with each point controlled by the door handle for each door. The three-point latch points shall be at center, top, and bottom of each door. No plastic parts other than nylon rollers for top/bottom door secure is allowed. Door hinges, bolts, three-point latch system and pins

shall be stainless steel or equivalent corrosion resistant material. When doors are open, a manufactured doorstop shall be included to hold the door open at a minimum of two positions, 90 degrees and 120 degrees.

ITS Cabinet doors shall be equipped with a brass or stainless-steel lock. Lock shall be ALDOT's standard Corbin #3 lock and key set. The Contractor shall coordinate with the Engineer to obtain cylinder code and key code. Two keys shall be provided for each lock. Locks will be permanently lubricated and be covered with a weatherproof tab. Door handle shall turn away from the lock to open the door. The keys shall be removable in the locked position only.

A plastic documentation pouch to store the ITS Cabinet and equipment documentation shall be provided. Pouch shall be side-opening, reseal-able, opaque, and of a heavy-duty plastic material. The pouch shall have metal or hard plastic reinforced holes for hanging from hooks included on the cabinet door. The pouch shall be of the size and strength to easily hold all wiring diagrams, equipment documentation and the maintenance logbook.

6. Rack Assembly.

ITS Cabinets shall be equipped with a 19-inch industrial rack frame assembly with a four-post design for mounting components in accordance with EIA/ECA-310 standard. Rack shall span the entire height of the ITS Cabinet. Depth of rack shall be adjustable for differing field conditions. Rack mounting panel(s) and mounting tray(s) shall be provided for installing the surface mount and standalone equipment, respectively. All cage nuts and screws required for mounting equipment to the rack shall also be provided. Additional cage nuts and screws, for mounting future equipment, shall be provided and placed in a plastic sealable bag attached to the rack.

7. Shelves.

All ITS Cabinets shall have a drawer that opens or is capable of sliding in and out for placing a notebook or laptop computer. Adjustable shelves shall be vented and provided in quantities as indicated in Dimension and General Requirements Table for each cabinet type. A hinged, aluminum shelf and integrated storage compartment shall be installed inside the front door for two-door cabinets. The shelf shall have a smooth, non-slip surface sufficient for use for a writing platform and laptop workspace. The shelf shall have rounded or insulated edges that do not have the potential to physically harm the user. The shelf and storage compartment shall have the ability to lock into place when folded for storage; locking, unlocking, and use of the components shall not require tools. Storage component shall be at least 1.5 inch {38 mm} deep and capable of holding letter-size (8.5 inch x 11 inch) documents/manuals, at minimum.

8. Electrical.

The following ITS Cabinet electrical requirements are minimum requirements and shall be adapted to field conditions as shown on the Plans. Each ITS device type (e.g. camera, VDS, DMS, etc.) shall have a separate dedicated circuit (i.e. branch circuit with circuit breaker).

Stranded copper wire shall be used with exception of earth ground conductor which shall be solid wire. Wiring shall be UL listed and 1000 Volts rated per NEC. Wiring shall be neatly arranged, labeled/tagged, and managed using wire management system and ties; wire to be appropriate lengths before assembly (i.e., no double backs to take up slack). Color of wires shall be in accordance with the NEC. Wiring within ITS Cabinet shall be continuous (i.e., no splices) landing on busbars, terminal strips, device clamp, or lug.

Minimum 12 AWG (American Wire Gage) wire for all conductors on 120 Vac circuits unless otherwise shown on the Plans. Terminal blocks shall be provided for incoming power with a rating greater than wire being terminated on the block and shielded for contact protection. Grounding bus shall be provided for both earth ground and AC neutral/common (each isolated from the other). Electrical terminations shall be shielded (i.e., touch safe) to protect from accidental shock.

The ITS Cabinet shall contain minimum two (2) 15-amp rated convenience receptacles (NEMA Type 5-15R) with GFCI protection and be on an isolated circuit protected by a 20-amp breaker. These GFCI protected receptacles are to be designated for "Technician Service Use Only".

Mounted power distribution unit(s) or power strip outlet(s) shall be provided near the top of each ITS Cabinet for providing power to the ITS equipment. The power strip shall incorporate eight (8) NEMA Type 5-15R receptacles and be on an isolated circuit protected by a 20-amp breaker unless otherwise shown on the Plans. The power strip receptacle shall face the back of the cabinet and shall

be recessed within the cabinet rack to provide a minimum spacing of 3 inches {76 mm} between the outlet's face and the cabinet door when the door is closed.

Only circuit breakers that are Underwriters Laboratories (UL) approved and plainly marked with trip and frame sizes and ampere rating shall be used. All circuit breakers shall be quick-make, quick-break on either automatic or manual operations. Contacts shall be silver alloy and enclosed in an arc-quenching chamber. Circuit breakers shall be standard panel-mount or channel-mount. Overload tripping shall not be influenced by an ambient air temperature range from -0.5°F to 122°F {-18°C to 50°C}. Minimum interrupting capacity shall be 5,000 amperes RMS.

Busbars shall be fabricated from a copper alloy material compatible with copper wire. Busbars shall be used for termination of ground or neutral conductors. The earth ground busbar shall have at least two positions capable of terminating a 6 AWG conductor. With multiple busbars, each busbar shall be interconnected via a 10 AWG conductor.

Terminal blocks and strips with voltage and current ratings greater than the voltage and current ratings of the wires that are terminated on the blocks or strips shall be used. The terminal block for the 120 Vac cabinet service entrance (SE) shall be a tubular clamp compression device that is fully insulated (Marathon 1103P or approved equivalent). Terminal blocks for 120 Vac power wiring (TB1, TB2) shall be on dual-screen barrier type terminal blocks with 9/16 in {14.3 mm} spacing using nickel-plated brass 8-32 Philips slot screw and fork terminal lugs (Cinch 142 or approved equivalent). TB1 and TB2 shall have at least eight (8) terminal positions. Compression-type and tubular clamp terminal blocks shall be used only for service entrance block. Spade lug terminals shall not be used for any terminal block.

A 30-amp generator male receptacle, in a NEMA Type 3R rated enclosure shall be provided external to cabinet for quick generator connection.

9. Surge Protection.

Surge-Protective Device(s) are required in accordance with Item 729.03(q)7, "*Installation of Surge-Protective Devices*" and shall be as specified in Sub-Article 893.17(i), "*Surge Protection*".

10. Foundation (Mounting Pad).

Where the ITS Cabinet is pad mounted, the mounting pad foundation shall be concrete and as shown on the Plans.

The concrete mix used for mounting pads shall comply with the requirements of **Section 501** for Class A concrete and **Section 620**, unless otherwise shown on the Plans. Mounting pad shall be formed separately from any ITS concrete pole or structure foundations; and, the concrete shall include wire mesh.

Reinforcing steel shall meet the requirements of **Section 502** and as shown on the Plans.

11. Concrete Pad (Service Platform).

Where the ITS Cabinet is pole or structure mounted, the service platform pad shall be concrete and as shown on the Plans.

The concrete mix used for this service platform shall comply with the requirements of **Section 501** for Class A concrete and **Section 620**, unless otherwise shown on the Plans. Concrete pad shall be formed separately from any ITS concrete pole or structure foundations; and, the concrete shall include wire mesh.

Reinforcing steel shall meet the requirements of **Section 502** and as shown on the Plans.

12. Uninterruptible Power Supply.

The Uninterruptible Power Supply (UPS) unit for the ITS Cabinet shall be rack mounted and as shown on the Plans. The UPS unit shall also meet the minimum requirements of **Sub-Article 893.17(j) "Uninterruptible Power Supply (UPS)"**.

The UPS unit shall include all battery packs, power cables, mounting brackets and all appurtenances necessary for a complete operational backup power system; adequately sized to support the ITS cabinet equipment and operations.

The UPS unit shall typically support the ITS cabinet equipment as follows (unless otherwise shown on the Plans): Managed Ethernet Switch and ITS Cabinet equipment (e.g. cabinet lighting, fans, ITS equipment receptacles, and convenience receptacle).

(b) Type 337.

ITS Cabinet Type 337 shall also meet the following requirements:

DESCRIPTION	SPECIFICATION
Height	35.25 in.
Width	20.50 in.
Depth	18.125 in.
Mounting	POLE/PEDESTAL
Number of Doors	2
Door Location(s)	FRONT/REAR
Number of Adjustable Shelves	1
Rack Assembly	Yes
Louvered Vent Size (length x vent depth)	3.00 in. x 0.25 in. (24 each front door only)
Air Filter Size	12 in. x 16 in.
GFCI Receptacles	1-Duplex
Equipment Receptacles	1-Duplex
Breakers	DIN rail mounted breakers. One 30-amp main breaker; one 20-amp breaker for cabinet lights, fans, and convenience receptacle; one 20-amp breaker for device receptacle; and additional 20-amp breakers required for any and each additional convenience receptacle as required on the Plans

(c) Type 332S.

ITS Cabinet Type 332S shall also meet the following requirements:

DESCRIPTION	SPECIFICATION
Height	66.75 in.
Width	24.25 in.
Depth	30.25 in.
Mounting	BASE
Number of Doors	2
Door Location(s)	FRONT/REAR
Number of Adjustable Shelves	2
Rack Assembly	Yes
Louvered Vent Size (length x vent depth)	3.00 in. x 0.25 in. (24 each per door)
Air Filter Size	12 in. x 16 in.
GFCI Receptacles	One Duplex
Equipment Receptacles	One Duplex
Breakers	DIN rail mounted breakers. One 30-amp main breaker; one 20-amp breaker for cabinet lights, fans, and convenience receptacle; one 20-amp breaker for device receptacle; and additional 20-amp breakers required for any and each additional convenience receptacle as required on the Plans

(d) Type 332D (Quad).

ITS Cabinet Type 332D (QUAD) shall also meet the following requirements:

DESCRIPTION	SPECIFICATION
Height	66.00 in.
Width	44.25 in.
Depth	28.50 in.
Mounting	BASE
Number of Doors	4
Door Location(s)	(2 each) FRONT, (2 each) REAR
Number of Adjustable Shelves	4
Rack Assembly	Yes, Qty. (2)
Louvered Vent Size (length x vent depth)	3.00 in. x 0.25 in. (24 each per door)
Air Filter Size	12 in. x 16in.
GFCI Receptacles	One Quadruplex per side
Equipment Receptacles	One Quadruplex per side
Breakers	Panelboard shall be 100-amp rated with 30-amp main breaker and 6 bolt-on type breakers unless specified otherwise on the Plans; one 20-amp breaker for cabinet lights, fans, and convenience receptacle; one 20-amp breaker for device receptacle; and additional 20-amp breakers required for any and each additional convenience receptacle as required on the Plans

(e) Type 336S.

ITS Cabinet Type 336S shall also meet the following requirements:

DESCRIPTION	SPECIFICATION
Height	46.25 in.
Width	24.25 in.
Depth	22.25 in.
Mounting	BASE/POLE
Number of Doors	2
Door Location(s)	FRONT/REAR
Number of Adjustable Shelves	2
Rack Assembly	Yes
Louvered Vent Size (length x vent depth)	3.00 in. x 0.25 in. (12 each per door)
Air Filter Size	12 in. x 16 in.
GFCI Receptacles	One Duplex
Equipment Receptacles	One Duplex

Breakers	DIN rail mounted breakers. One 30-amp main breaker; one 20-amp breaker for cabinet lights, fans, and convenience receptacle; one 20-amp breaker for device receptacle; and additional 20-amp breakers required for any and each additional convenience receptacle as required on the Plans
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(f) Type 334.

ITS Cabinet Type 334 shall also meet the following requirements:

DESCRIPTION	SPECIFICATION
Height	67 in.
Width	24.3 in.
Depth	30 in.
Mounting	BASE/POLE
Number of Doors	2
Door Location(s)	FRONT/REAR
Number of Adjustable Shelves	2 (minimum)
Rack Assembly	Yes
Louvered Vent Size (length x vent depth)	3.00 in. x 0.25 in. (12 each per door)
Air Filter Size	12 in. x 16 in.
Technician Receptacles	One Duplex (non-GFCI)
Equipment Receptacles	One Duplex and One Quadruplex
Breakers	DIN rail mounted breakers. One 30-amp main breaker; one 20-amp breaker for cabinet lighting, fans, and (non-GFCI) convenience receptacle; one 15-amp breaker for device receptacle, powered from UPS if available; and additional 15-amp breakers required for any and each additional convenience receptacle as required on the Plans.
Relays	When an Uninterruptible Power Supply (UPS) is present, both equipment receptacles shall be powered through the UPS. The Duplex receptacle shall be powered through a relay that is switched on/off by dry contacts on the UPS.
Cabinet UPS Status LEDs	When a UPS is present, cabinet LEDs shall be provided which indicate the UPS status. These cabinet LEDs shall be installed on the door with the best visibility from the road unless otherwise specified. These cabinet LEDs shall be connected through relays such that a green LED is ON under normal circumstances and an amber LED is ON when the relay is activated via dry contact from the UPS.

Fiber Distribution Unit	Secondary Fiber Distribution Unit (SFDU) shall be a slidable 1U rack-mounted unit for terminating the optical fiber drop cable. SFDU shall be a 2-connector panel design. Cable management shall be accessible from the top of the SFDU when the drawer is in an open position. There shall be sufficient cable slack to allow the drawer to be fully functional. This SFDU shall also meet all other requirements as specified in Article 893.03 and as shown on the Plans.
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(g) Hub (Quad).

ITS Cabinet, Hub (Quad) shall also meet the following requirements:

DESCRIPTION	SPECIFICATION
Height	72 in.
Width	60 in.
Depth	48 in.
Mounting	BASE
Number of Doors	4
Door Location(s)	(2 each) FRONT, (2 each) REAR
Number of Adjustable Shelves	4 (minimum)
Rack Assembly	Yes, Qty. (4)
Louvered Vent Size (length x vent depth)	3.00 in. x 0.25 in. (24 each per door)
Air Filter Size	12 in. x 16 in.
Technician Receptacles	One Duplex (non-GFCI) per side
Equipment Receptacles	One Duplex and One Quadruplex per side
Breakers	DIN rail mounted breakers. One 30-amp main breaker; one 20-amp breaker for cabinet lighting, fans, and (non-GFCI) convenience receptacle; one 15-amp breaker for device receptacle, powered from UPS if available; and additional 15-amp breakers required for any and each additional convenience receptacle as required on the Plans.
Relays	When an Uninterruptible Power Supply (UPS) is present, both equipment receptacles shall be powered through the UPS. The Duplex receptacle shall be powered through a relay that is switched on/off by dry contacts on the UPS.
Cabinet UPS Status LEDs	When a UPS is present, cabinet LEDs shall be provided which indicate the UPS status. These cabinet LEDs shall be installed on the door with the best visibility from the road unless otherwise specified. These cabinet LEDs shall be connected through relays such that a green LED is ON under normal circumstances and an amber LED is ON when the relay is activated via dry contact from the UPS.

Fiber Distribution Unit	Primary Fiber Distribution Unit (SFPU) shall be used for terminating the optical fiber drop cable. This PFPU shall also meet all other requirements as specified in Article 893.03 and as shown on the Plans.
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893.13 Electrical Power Service and Transformer.

Electrical Power Service assembly shall consist of equipment to provide a pole attached raceway and disconnect switch for use with power cable routed from the service entrance to the ITS Cabinet. The electrical power service assembly shall include (at a minimum): service pole, weatherhead, conduit and fittings, electrical cable/conductors (from utility power source to service pole), riser, disconnect switch(es) with enclosure, grounding, and attachment clamps. Lateral/horizontal conductors, after the service disconnect/meter base and to the ITS cabinets/equipment, are not part of the Electrical Power Service assembly.

Electrical power service shall be in accordance with these Specifications, Plans, NEC requirements, and local utility codes. Electrical power shall be provided by a Utility Company transformer that does not provide power to any other equipment or clients unless otherwise noted on Plans or approved by the Engineer.

Electrical service power runs will typically be a 120/240 Vac system unless otherwise supplied by the Utility Company and/or shown on the Plans. For 480 volt systems or greater, a meter disconnect switch shall be installed on the supply side of the meter and meter base in accordance with NEC Article 230 (especially Sub-Article 230.82) and as directed by the Utility Company.

Depending upon the electrical service provided, step-up and step-down transformers may be required (e.g. for DMS or long-runs) as shown on the Plans. Typically, these transformers shall be provided by the contractor and installed at the service pole location with another corresponding transformer at the ITS Cabinet/equipment site as indicated on the Plans.

Materials shall be tested and approved by a nationally recognized testing laboratory and shall meet the following requirements:

(a) Service Pole (Wood Pole).

Service Pole shall be southern yellow pine treated in accordance with the latest American Wood- Preserver's Association (AWPA) standards and shall conform with requirements given in **Section 833**.

Unless otherwise shown on the Plans, service pole used for service lateral drop shall be a 35 foot {10.7 m} Class 3 wood pole and shall conform to the requirements of ANSI Standards Publication No. O5.1, "*American National Standard for Wood Utility Products - Wood Poles: Specifications and Dimensions*" as published by American Wood Protection Association (AWPA), Birmingham, Alabama.

The poles shall not have more than 180 degrees of twist in grain over the full length and the sweep shall be no more than 4 inches {100 mm}.

(b) Electrical Cable and Conductors.

Phase or current carrying conductors shall be of the type RHH, RHW, USE, or XHHW. Size shall be of the size shown on the Plans and in accordance with the NEC.

Conductors shall be stranded annealed copper with not less than 98 percent conductivity and shall be insulated for 1000 Volts or more with rubber insulation and a neoprene jacket, or with cross-linked polyethylene insulation.

Electrical Power Service Cable and Conductors shall also meet the requirements of **Sub-Article 893.10(f), "Conductor"**.

(c) Conduit.

Conduit shall conform to the requirements specified in these Specifications and as shown on the Plans. Only UL Listed conduit shall be used for electrical power service installations.

(d) Weatherhead.

Weatherhead shall be made of a copper-free aluminum alloy or galvanized ferrous material.

(e) Attachment Hardware.

Attachment hardware shall meet the requirements of this Section and as shown on the details in the Special and Standard Highway Drawings, unless otherwise shown on the Plans.

(f) Guy Wire.

Guy Wire (a.k.a. down guy) shall meet the requirements of this Section and as shown on the details in the Special and Standard Highway Drawings, unless otherwise shown on the Plans.

(g) Meter Base and Meter Disconnect.

When a meter base is required, the meter base shall be a meter base approved by the local Utility Company. When a meter disconnect is required, the meter disconnect switch shall be a meter disconnect meeting below service disconnect requirements (without key option unless otherwise specified by the Utility Company), NEMA rated enclosure for intended outdoor use, rated for the service supply voltage, and approved by the local Utility Company.

(h) Service Disconnect.

1. Enclosure Cabinet:

The Enclosure Cabinet shall conform to NEMA standards, made of galvanized steel, aluminum, stainless steel or other material approved by the Engineer. The enclosure shall have a hinged door with a padlock. Padlock No. 3210 keyed for a No. 3 key shall be provided. One key for the enclosure cabinet shall be hung within the corresponding ITS Cabinet.

2. Circuit Breaker:

A manually re-settable circuit breaker shall be installed, which has a current rating of the circuit to which electrical power is provided.

3. Transient Protective Device:

A surge lightning arrester rated for a maximum permissible line to ground voltage of 175 Vac shall be installed; and meeting the requirements of NEMA standards for surge arrestors and also as specified in **Sub-Article 893.17(i), "Surge Protection"**.

(i) Grounding.

Grounding and grounding electrodes shall be as specified in this Specification unless otherwise shown on the Plans.

(j) Transformer (Step-Up/Step-Down).

If required, Step-Up/Step-Down Transformer(s) shall be provided for each Dynamic Message Sign (DMS) installation site where power is not available in close proximity to the DMS equipment and voltage drops will require a higher distribution voltage than the Utility Company supplied power (typically 120/240 volt service). If required, a step-down transformer may also be provided for each ITS Cabinet installation site as indicated on the Plans.

The step-up/step-down transformer shall be a dry type transformer as recommended by the local Utility Company and approved by the Engineer. The transformer KVA size and primary/ secondary voltages shall be as indicated on the Plans and approved by the Engineer. The transformer shall be mounted in a NEMA 3R enclosure and have all the appurtenances necessary for a complete electrical power service installation and to accommodate the required ITS equipment and ITS Cabinet. Disconnecting means (disconnect switch) shall be required for all transformers in accordance with NEC Article 450.14 and shall be located in close proximity to each transformer as allowed by NEC.

893.14 Intelligent Transportation System (ITS) Pole.

(a) General.

Intelligent Transportation System (ITS) Poles shall primarily be a concrete pole for ITS applications (e.g. cameras with or without other ITS devices). Metal poles with either auger base or concrete foundations are typically used for vehicle detection equipment (i.e. radar or magnetometers) only. ITS Pole shall be in accordance with the Plans and these Specifications. ITS Poles shall also conform to the requirements of **Section 718** and **Section 891**.

Unless otherwise shown on the Plans, the ITS Pole shall have the following minimum accessories:

- a 4 inch x 8 inch {10 cm x 20 cm} conduit entrance opening, centered 18 inches {46 cm} below grade; and,

- a 4 inch x 8 inch {10 cm x 20 cm} reinforced hand hole frame with cover, located 24 inches {61 cm} above grade and centered on same side as the below grade conduit entrance.

In addition to the requirements of **Section 718**, deflection shall not exceed 1 inch {25 mm} in 30 mph {45 km/h} wind for poles 70 ft. {21.3 m} or less.

(b) Concrete Foundations.

Concrete Foundations for metal ITS Poles shall be in accordance with the Plans and these Specifications. Concrete Foundations shall also conform to the requirements of **Section 718** and **Section 891**.

(c) Auger Base Foundations.

Auger Base Foundations (screw-in helix type) shall be *for vehicle detection installations only (i.e. radar and magnetometer)* as shown on the Plans and in accordance with these Specifications. Auger Base Foundations shall also conform to the requirements of **Section 718** and **Section 891**.

Materials used for auger base foundations must meet the requirements of ICC Evaluation Service (ICC-ES) AC308, "*Acceptance Criteria for Helical Foundation Systems and Devices*" and Earth Contact Products (ECP) "*Utility Industry Anchor Design and Maintenance Manual*", Second Edition (2013).

The design of the auger base foundations (screw-in helix type) must be done by a licensed design professional specialized in the engineering and design of auger base foundations and helical piles. The designer shall be a licensed Professional Engineer in the State of Alabama and must have designed at least five projects utilizing helical piles. Supporting documentation for license and minimum design experience shall be provided upon request of the Engineer. Design calculations shall be in accordance with the requirements of **Section 718**. The selected auger base size shall be a standard manufacturer size based upon the Professional Engineer's pole and foundation calculations at each ITS pole location. Pre-drilled bolt patterns for the auger base foundation base plate and corresponding metal pole base plate shall match. No drilling or modifications to the base plates will be allowed in the field.

All welds shall be made in accordance with the American Welding Society Standard ANSI/AWS D1.1, "*Structural Welding Code - Steel*", latest edition. Welders shall be certified in accordance with the ANSI/AWS Code. The completed foundation shall be hot dipped galvanized for underground use.

893.15 Hub Building.

(a) General.

Hub Building shall consist of a reinforced concrete or concrete composite building with concrete foundation, generator, automatic transfer switch and an uninterruptible power supply. This Hub Building is to be manufactured for the explicit use of housing the electronic communication equipment, power supplies, fiber optic equipment and cabling, measuring devices, and other related components necessary for the proper operation of an ITS deployment.

(b) Hub Building and Equipment.

Hub Building shall be reinforced concrete or concrete composite precast design in a size as shown on the Plans. Hub building shall be produced in its entirety at the manufacturer's facility and delivered and set-up complete at the Engineer's designated location as shown on the Plans. Each building shall have minimum 6.5 inch {165 mm} thick walls and minimum 4 inch {102 mm} thick ceiling and floor. The wall thickness should consist of, at a minimum, 4 inch {102 mm} concrete plus insulation and paneling for a total thickness of 6.5 inches {165 mm}. Hub Building shall be capable of withstanding minimum loads in accordance with local wind loads and environmental conditions where building is to be installed. Design must also consider stresses induced during handling, shipping and installation in order to avoid product cracking or other handling damage. Hub building shall maintain an interior building height of 9 ft. 6 in. {2.9 m} minimum from finished floor to finished ceiling.

Hub Building's exterior shall have a bullet-resistant surface in accordance with UL 752 "*Standard for Bullet-Resisting Equipment*". Hub building's exterior shall also be a concrete aggregate finish where color is earth tone to blend with its surroundings, unless otherwise shown on the Plans. Alternative exterior finishes or colors must have prior Engineer approval before hub building is manufactured.

Hub Building's interior floor covering shall be an industrial-grade vinyl flooring fastened to the building's floor with waterproof glue.

Hub Building shall be supplied with vapor shield in walls and ceiling to prevent moisture penetration. Hub building shall also have an air gap between the building floor and the slab, or alternatively, construct the slab with a vapor barrier as recommended by the hub building manufacturer to prevent moisture penetration. Hub Building shall be insulated as follows: ceiling/roof with a minimum Type R-21 insulation factor; walls with a minimum Type R-14 insulation factor; and floor with a minimum Type R-11 insulation factor. Roof is to be constructed with a 1/8 inch per foot minimum pitch for drainage.

Hub Building shall be furnished complete with the following installed equipment, at a minimum:

1. Electrical and Rack Equipment:
 - a. 200-Amp load center;
 - b. (11 each) 20-amp 120 volt duplex receptacle [divided into a minimum of 4 circuit groups];
 - c. copper grounding electrode system;
 - d. (55 feet) 2 AWG copper ground wire Halo ground, green insulation;
 - e. (24 each) Clic Strap or equivalent for 2 AWG ground Halo support or equivalent;
 - f. (6 each) compression fitting for 2 AWG by two wire;
 - g. (30 feet) 6 AWG copper ground wire, green insulation;
 - h. (9 each) compression fitting for 6 AWG by two wire;
 - i. (25 each) two hole crimp fitting for 6 AWG wire;
 - j. (11 each) one hole ring terminal for 6 AWG wire;
 - k. two hole copper lug for 2 AWG wire;
 - l. (26 each) ceramic insulators for 2 AWG wire;
 - m. 12 inch by 12 inch NEMA enclosure;
 - n. 50 point reliable terminal strip;
 - o. 65.5 feet of 61 inch cable rack central steel painted;
 - p. (2) pieces 2 inch by 3 feet mounting channel;
 - q. (16 each) cable rack wall mounting bracket;
 - r. (4 each) plastics end caps;
2. Surge Protection:

MOV type with peak surge rating of 50,000 amps (8x20 uS) with a response time of <5 nanoseconds with a maximum clamp voltage of 420 volts at 1 mA and 700 amps at 700 volts;
3. Door and Entrance:
 - a. approximate 3 ft by 7 ft {0.91 m by 2.1 m} by 1-3/4 in {45 mm} thick armor shield bullet resistant door with standard door drip cap;
 - b. door is to be a minimum of 18 gauge galvanized steel with stainless steel ball bearing hinges;
 - c. door to be primed, painted brown and cast into the wall panel;
 - d. 56 inch wide by 24 inch deep {142 cm wide by 61 cm deep} door awning;
 - e. best Mortise lockset with deadbolt;
 - f. hydraulic door closure with thumb turn;
 - g. weather-stripping;
 - h. magnetic door contact;
 - i. concrete or concrete composite steps with hand rail installed so the distance from the grade to the hub building floor does not exceed 8 inches {20 cm};
4. Lighting:
 - a. *Exterior:* outdoor security LED floodlight with adjustable dual-heads (minimum), switched photocell, motion sensor (minimum 180° up to 50 feet, selectable duration), weatherproof NEMA 3R rated, and UL Listed; die-cast aluminum housing with powder coated paint finish; outside/exterior mount by door for security of entry area; and Warm White (3000K), 2000 lumens (minimum) LED lights unless otherwise indicated on the Plans;
 - b. *Interior:* (6 each) 4 feet LED light fixture with two 50-Watt equivalent, 5000 lumens, 5000K color temperature, LED tubes along with diffuser lens for inside hub building unless otherwise indicated on the Plans;
 - c. (2 each) 20-amp 120 volt light switch;

5. Heating/Air-Conditioning:
 - a. (2 each; one for operation and one for backup) 24,000 BTU 50-amp @ 240 Volt HVAC with 8kW Heat and 30-amp Dehumidifier;
 - b. high/low temperature thermostat (for dual backup system);
 - c. HVAC thermostat (for dual backup system);
 - d. Humidistat (for dual backup system);
6. Fire Protection:
 - a. (2 each) 120 volt smoke detector with remote contact;
 - b. fire extinguisher, 110 lbs. ABC dry chemical, wall mounted (rated for electrical equipment);
7. Fence:
 - a. 10 feet high fence chain link encircling the hub with the fence set off from the building by minimum of 10 feet, with 18 in. diameter of razor wire strung around the top of the fence and gate [*this item shall be paid separately and as shown on the Plans*];
 - b. with (2 each) 6 feet drive gates [*this item shall be paid separately and as shown on the Plans*];
 - c. and a lock with two (2) sets of keys shall be provided at each gate. The locks shall be approved by the Engineer.
 - d. Fencing materials shall also meet the requirements of **Section 871** and as shown on the Plans.

PLEASE NOTE: Quantities and items listed are minimum. Latest codes and building manufacturer may require additional quantities and items not listed above nor shown on the Plans.]

Hub Building and equipment racks shall also be furnished with a Halo Grounding Ring System which meets the applicable grounding requirements of ANSI/TIA-607-B "*Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises*".

(c) Hub Building Foundation.

Hub Building Foundation shall be reinforced concrete as shown on the Plans.

The concrete mix used for the foundation shall comply with the requirements of **Section 501** for Class A concrete, unless otherwise shown on the Plans.

Reinforcing steel shall meet the requirements of **Section 502** and as shown on the Plans.

(d) Generator.

The Generator shall be fully compatible and interoperable with the Automatic Transfer Switch. The Generator's electrical characteristics (i.e. size, power inputs and load outputs, line conditioning, etc.) shall be as shown on the Plans. The Generator shall include the manufacturer's recommended concrete pad installed as shown on the Plans. The Generator shall include the gas utility service and connections in accordance with the gas Utility Company requirements, these Specifications (see **Sub-Article 729.03(p)** and **Article 893.16, "Gas Utility Service"**), and as shown on the Plans.

(e) Automatic Transfer Switch.

The Automatic Transfer Switch shall be fully compatible and interoperable with the Generator. The Automatic Transfer Switch shall be in accordance with the NEC and Utility Company requirements and as shown on the Plans.

(f) Uninterruptible Power Supply.

The Uninterruptible Power Supply (UPS) units for the Hub Building shall be two (2) each, rack mounted (or as indicated on the Plans), and as shown on the Plans. The UPS units shall also meet the minimum requirements of **Sub-Article 893.17(j) "Uninterruptible Power Supply (UPS)"**.

The UPS units shall include all battery packs, power cables, mounting brackets and all appurtenances necessary for a complete operational backup power system; adequately sized to support the hub building equipment and operations.

The UPS units shall typically support the hub building equipment as follows (unless otherwise shown on the Plans): each UPS will be plugged directly into one dedicated NEMA L5-30 two-pole twist-lock plug, while one UPS will feed the power supply in the Managed Ethernet Switch (MES) and the other UPS will feed the redundant power supply side of this Managed Ethernet Switch. The remaining hub building equipment will be distributed evenly between these two UPS units, allowing both a circuit

and/or UPS failure on one side while still allowing the Hub Building's Managed Ethernet Switch to continue working.

893.16 Gas Utility Service.

Gas Utility Service shall consist of equipment to provide a natural gas feed to the Hub Building Generator, unless otherwise indicated on the Plans. The gas utility service components shall include (at a minimum): a gas meter, gas line pressure regulator (if required), piping and fittings, along with any appurtenances as required by the local gas Utility Company. All gas utility service components shall meet applicable material requirements of the American Gas Association (AGA), National Fuel Gas Code (NFGC), and the local gas Utility Company.

Gas Utility Service shall also meet the requirements of **Section 646** and **Section 861**.

893.17 Miscellaneous Infrastructure.

(a) Fusion Splicing.

All fiber optic cable splices shall be Fusion Splices. Mechanical splices are prohibited.

Maximum core alignment shall be verified prior to splicing and splice estimated loss measured after the fusion process by the use of local injection and detection (LID) devices and/or profile alignment algorithms. Not only shall the fusion splicer automatically align fibers, determine cleave quality and fuse the fibers, but they shall also provide the operator with reference estimated splice loss measurements.

Splice loss attenuation for fusion splicing for single-mode shall be 0.15 dB maximum.

1. Fusion Heat Shrink Sleeves.

The Contractor shall use heat-shrink sleeves to protect the fusion splice of 250 μ m coated fibers while offering individual access to each fusion splice. The heat-shrink sleeves shall be compatible with the splice trays (whether existing or provided on this project). The heat-shrink sleeve protector parameters shall meet the following:

- a. Dimensions (length) Single-Fiber Sleeve: 2.36 inches {60 mm} lengths;
- b. Bare Fiber Length not more than 1.18 inches {30 mm} or 2 inches {51 mm} (based on length of sleeve)
- c. Shrink Temperature Single-Fiber Sleeve: 248° F {120° C};
- d. Heating Time Single-Fiber Sleeve as recommended by the manufacturers.

2. Fusion Splice Protection.

When splicing all fiber optic cables outdoors, the Contractor shall provide and utilize an industry acceptable, lighted, and clean fiber optic splicing trailer/lab or comparable facility. Prior to the Contractor performing any fiber optic work, the Engineer shall approve the fiber optic splicing trailer/lab or comparable facility to be used on this project.

3. Cleave Tool.

Cleave tool's minimum end angle average shall be < 0.7 degree angle with none of the 150 cleaves sampled exceeding a 1.5 degree angle.

If requested by the Engineer, the Contractor shall submit the part number and manufacturer of the cleave tool along with an "end angle" distribution chart which demonstrates the actual 150 cut end angles.

(b) Splice Closure.

The following material specifications covers Splice Closure equipment requirements for housing and managing outside plant fusion splices, whether installed in underground or aerial applications.

1. General.

For outside plant installations, the Contractor shall provide inline or dome-type sealed splice closures that meet the requirements herein for use in the most severe conditions such as moisture, vibration, impact, cable stress and flex temperature extremes. Splice closures shall pass the factory test procedures per accepted industry standards: i.e. Telcordia/Bellsouth GR-771-CORE, ASTM G-26 (UV resistance), ASTM G-21 (fungus resistance), water immersion, freeze/thaw, salt fog, acidified saltwater, chemical immersion, compression, impact/drop, torsion/bending, current surge, bond clamp retention, and cable pullout among others. If requested by the Engineer, the Contractor shall submit copies of these manufacturer's factory test results.

The splice closure housing shall be a thermoplastic body design and suitable for butt, inline and branch splices. The splice closure shall have corrosion resistant aluminum or stainless-steel hardware. Splice closure shall be resistant to solvents, stress cracking, and creep. The housing materials shall also be resistant to chemicals and other materials to which they might be exposed in normal applications.

The installation of the splice closure shall not require specialized tools or equipment, other than those normally carried by installation and maintenance crews.

Splice closures shall be totally re-enterable without damage to fiber optics, their jackets and closure seal(s). The splice closure end cap shall be capable of accepting additional cables without removal of the sheath retention or strength member clamping hardware on previously installed cables or disturbing existing splices. The optical fiber splice closure shall provide a clamping mechanism to prevent piston movement of the central member or strength members and to prevent cable sheath slip or pullout.

The Contractor shall use splice closures that seal around cables with mechanical processes. Splice closure shall provide adequate strain relief to meet fiber cable manufacturer recommendations. The splice closure shall have flexible thermoplastic rubber end seals with pre-template cable ports. The splice closure shall have a single clamping mechanism for accessing splice trays and cable management. A single rubber gasket shall be used to seal the closure using the single clamping mechanism. The rubber gasket shall be continuous without any holes and shall not require replacement for re-entry.

Aerial splice closure shall be of an inline housing design, unless otherwise indicated on the Plans or approved by the Engineer. Aerial splice closure shall be designed to eliminate the need for drip collars and sealing collars.

2. Mounting Hardware.

The Contractor shall supply splice closures with manufacturer recommended mounting hardware, whether installed aerially or underground. This mounting hardware shall be non-corrosive metallic material (hot dipped galvanized steel, stainless steel or aluminum) unless otherwise specified by the splice closure manufacturer and approved by the Engineer.

The splice closure shall have appropriate hardware and installation procedures to facilitate the bonding and grounding of metal components in the closure and the armored cable sheath. The cable bonding hardware shall be able to accommodate a copper grounding conductor equal to or larger than 6 AWG.

3. Optical Fiber Organizer.

Fiber organization shall be handled within the splice closure in such a way to protect and support the fiber optic cable and splices in a secure environment. The organizer shall store fiber splices, splice trays, slack buffer tubes and readily accept these cable configurations (trunk/butt, in-line and branch (up to four drop cables)). The organizer should be of a stackable splice tray design where tray assembly swings out to allow individual tray access without disassembly of trays above and below. The splice closure organizer shall accept a minimum of four splice trays, one-piece cable strapping system, bonding and grounding hardware as required for the project.

4. Splice Tray.

Fiber splices shall be housed in Splice Trays inside the splice closure. The proper splice tray shall be selected based on the type of protection required by the single-mode fiber splice, quantity of splices, and manufacturer of closure. Splice trays shall provide adequate strain relief tie down points for the buffer tubes (using channel snaps) and fiber as well as provide a snug fit for heat shrink sleeves. Splice trays shall be of stackable design. Splice trays shall provide adequate area for bare fiber slack storage and management. Spliced fiber shall not be subjected to a bend radius smaller than 1.2 inches {30mm}. Buffer tubes shall not be subjected to a bend radius smaller than 1.5 inches {38 mm}.

The Contractor shall supply splice trays compatible and of the same manufacturer as the supplied splice closure.

When identified on the Plans that new splice trays are required for existing closure, the Contractor shall provide splice trays that shall work within the existing closure using the same methodology, connections, firmness, and supports as existing splice trays.

(c) Hangers.

Conduits required on structures shall be installed using a conduit hanger for conduit with spacing and support as detailed on the Plans.

The conduit hangers shall utilize anchors, brackets, or clamps to provide attachment to a bridge structure. Mechanical anchors for connection required when attachment to bridge will be in tension. Otherwise, epoxy type anchors may be allowed. Drilling into bridge steel structure or concrete girders is not allowed except with written approval by the Engineer. Bridge attachment shall be submitted to committee for review and approval prior to installation.

Conduit hanger system used shall be recommended by the conduit manufacturer for the application.

The conduit hanger shall be capable of supporting a load equal to the weights of the conduits, cables, the weight of the hanger itself, plus 200 pounds.

Metal brackets, supports, and hardware components of the conduit hangers shall be manufactured galvanized steel.

(d) Riser Assembly.

The Contractor shall furnish and install Riser Assembly in accordance with the Plans. The Riser Assembly shall consist of a metallic riser, mounting brackets, straps, supports, any accessories, and required hardware. All attachment hardware shall be made of galvanized steel.

For electrical service installations, the riser shall be 2 inch {53 mm} galvanized steel Rigid Metal Conduit (RMC), unless otherwise shown on the Plans.

For fiber optic installations, the riser shall be a minimum 2 inch {53 mm} galvanized rigid steel U-Guard with backplate, unless otherwise shown on the Plans.

(e) Communication Box (CommBox).

1. Materials and Load Requirements.

Communication Box (CommBox) shall have the following properties: high strength, resistance to sunlight, resistant to petrochemicals, unaffected by freeze/thaw cycles, straight sided, flush fit with sidewalk or grass, and be capable of anchor inserts to allow for mounting Cable Rack. CommBox shall be manufactured of a composite mixture of polymer and concrete; and, be reinforced by a heavy-weave fiberglass. All CommBoxes shall be open bottomed one-piece box construction with cover and Cable Rack. No stacking of box sections allowed. CommBox sizes shall be in accordance with the Standard Drawings.

CommBox (both box and cover) shall conform to all test provisions of ANSI/Society of Cable Telecommunication Engineers (SCTE) National Standard No. ANSI/SCTE 77 "*Specifications for Underground Enclosure Integrity*" for Application Tier 22. CommBoxes shall meet or exceed the Tier 22 structural load test requirements which has the following defined test values:

Vertical	Design Load =	22,500 lbs. {100.1 kN}
	Test Load =	33,750 lbs. {150.1 kN}
Lateral	Design Load =	800 lbs./sq. ft. {38.3 kPa}
	Test Load =	1,200 lbs./sq. ft. {57.5 kPa}

CommBox shall be reinforced by a heavy-weave fiberglass creating a material compressive strength of no less than 110 psi. Each CommBox shall be designed and tested to temperatures of - 50°F {-46°C}.

2. Cable Rack.

CommBox shall include manufacturer recommended Cable Rack for storage of cable slack and splice closure(s). The Cable Rack shall be designed so it supports both the cable maintenance coils (while maintaining cable bend radius) and the splice closure such that they are not stressed while hanging on the rack. The Cable Rack shall also hold the cable and splice closure up off the bottom of the CommBox. The Cable Rack shall be non-corrosive metallic material (hot dipped galvanized steel, stainless steel or aluminum) with no sharp edges. The Contractor shall submit, for Engineer approval, the Cable Rack shop drawings/cut-sheets of the materials and installation.

3. CommBox Cover.

All CommBoxes shall be supplied with a heavy-duty cover that meets the ANSI/SCTE 77 application Tier rating requirements as defined in above "*Materials and Load Requirements*".

All covers shall be supplied with a minimum of two (2) stainless steel hex head bolts with stainless steel washers used to secure the cover to the CommBox.

CommBox covers shall be embossed on the outside of the Cover with "*FIBER OPTICS*" when used for fiber optic installations and "*ELECTRIC*" when used for electrical power service installations. CommBox covers shall have "J" hook slots (reference **ALDOT Index No. 72920, Standard Dwg. No. ITS-729-020, "CommBox Installation for Fiber Optic Cable And Conductors"**).

4. Grounding.

Where required per NEC for conductive optical fiber cables or electrical service conductors, CommBox shall require a grounding electrode (ground rod) installed within the CommBox and meet the Grounding requirements of this Specification.

5. Concrete Collar.

Each CommBox shall be surrounded by a minimum 12 in. wide x 6 in. deep concrete collar and shall include wire mesh.

The concrete mix used for concrete collar shall comply with the requirements of **Section 501** for Class A concrete and **Section 620**, unless otherwise shown on the Plans.

Reinforcing steel shall meet the requirements of **Section 502** and as shown on the Plans.

(f) Pull Box.

1. Materials.

Pull Box shall be manufactured of a minimum of 0.125 inch {3 mm} thick aluminum and be supplied with a screw-on cover (hinge optional). Exposed surfaces shall be treated with rust resistant material. Pull Box shall meet the requirements of NEMA Type 3R. Pull boxes shall have fixed external mounting brackets for structure mounting (4 total, 2 per side on opposite sides). Conduit penetrations shall be watertight through rigid hubs for the size conduit required on the Plans.

2. Cable Rack.

Pull Box shall include manufacturer recommended Cable Rack for storage of cable slack. The Cable Rack shall be designed so it supports the cable maintenance coils (while maintaining cable bend radius) such that they are not stressed while hanging on the rack. The Cable Rack shall also hold the cable up off the bottom of the Pull Box. The Cable Rack shall be non-corrosive metallic material (hot dipped galvanized steel, stainless steel or aluminum) with no sharp edges. The Contractor shall submit, for Engineer approval, the Cable Rack shop drawings/cut-sheets of the materials and installation.

3. Grounding.

Where required per NEC for conductive optical fiber cables or electrical service conductors, Pull Box shall require a grounding electrode (ground rod) installed and meeting the Grounding requirements of this Specification.

(g) Fiber Marker Post.

The Marker Post for fiber optic cable shall be of composite material and weigh less than 4 lbs. {1.8 kg}. All Fiber Marker Posts shall be dome designed for a minimum of twenty (20) year service life and shall include the manufacturer's tubular anchor system. Fiber marker post dimensions and installation shall be in accordance with the Standard Drawings. The fiber marker post shall be white, UV resistant and durable to extreme weather conditions. The dome area of the polyethylene post containing graphics shall be black text on orange background and as shown on the Standard Drawings. The graphics shall not fade, peel or chip and last the lifetime of the fiber marker post. The dome cover graphic system shall be Engineer approved prior to being printed; and, shall be printed on opposite sides of dome cover while maximizing the print space.

See corresponding Construction Section for fiber marker post label "*proof check*" sample and approval requirements.

(h) Frequency Locate Marker.

An electronic marker for detecting the CommBox shall be included. The electronic marker shall use the Telephone dedicated frequency (101.4 kHz). It shall be a passive device, requiring no batteries, with an RF field detectable with any standard marker locator. Working with a locator, the frequency locate marker shall indicate the marker's exact position within a five (5) feet diameter area.

(i) Surge Protection.

1. Coaxial Video Surge Protection.

Each video Surge-Protective Device shall provide inline overvoltage/overcurrent protection for a single coaxial cable. The video surge-protective device shall employ a hybrid technology of gas discharge tubes, silicon avalanche diode and current limiting components. Video surge-protective devices shall have the following features:

- a. UL Listed UL 497B
- b. Maximum voltage: 8 volts (16 volts peak-to-peak)
- c. Frequency range: 0 to 10 MHz
- d. 10kA nominal discharge (surge) current
- e. 50/75 ohm (Ω) BNC connection
- f. EMI attenuation: < 0.5 dB at 10 Hz
- g. Designed for mounting on standard 35mm German Institute for Standardization (DIN) rail.
- h. NEMA TS2 temperature rated

2. Ethernet Surge Protection.

Each Ethernet Surge-Protective Device shall provide inline overvoltage/overcurrent protection for an outdoor rated CAT5/5E/6/6A data/control cable. The data surge-protective device shall employ a hybrid technology of gas discharge tubes, silicon avalanche diode and current limiting components. Data surge-protective devices shall have the following features:

- a. UL Listed UL 497B
- b. Frequency range: 0 to 100 MHz
- c. 100 A nominal discharge (surge) current
- d. < 8V clamping voltage
- e. 8P8C (a.k.a. type RJ45 “unkeyed”) modular jack connectors - 8 wire
- f. Designed for mounting on standard 35mm DIN rail
- g. NEMA TS2 temperature rated

3. Power over Ethernet (PoE) Surge Protection.

Each Power over Ethernet (PoE) Surge-Protective Device shall provide inline overvoltage/overcurrent protection for an outdoor rated CAT5/5E/6/6A data/control cable. The data surge-protective device shall employ a hybrid technology of gas discharge tubes, silicon avalanche diode and current limiting components. Data surge-protective devices shall have the following features:

- a. UL Listed UL 497B
- b. Frequency range: 0 to 100 MHz
- c. 2kA nominal discharge (surge) current
- d. 68 Vdc maximum continuous operating voltage
- e. < 0.1db loss for 8P8C (a.k.a. type RJ45 “unkeyed”) modular jack connectors - 8 wire
- f. Designed for mounting on standard 35 mm DIN rail
- g. NEMA TS2 temperature rated

4. Data Surge Protection (Serial).

Each Data Surge-Protective Device shall provide inline overvoltage/overcurrent protection for a two-pair (4-wire + shield) serial data/control cable. The data surge-protective device shall employ a hybrid technology of gas discharge tubes, silicon avalanche diode and current limiting components. Data surge-protective devices shall have the following features:

- a. UL Listed UL 497B
- b. 10kA nominal discharge current
- c. < 27V clamping voltage OR < 46V as required by the device being protected
- d. 5 position cage clamp terminals for 24 AWG to 12 AWG conductor
- e. Designed for mounting on standard 35 mm DIN rail
- f. NEMA TS2 temperature rated

5. Power Surge Protection.

Each Power Surge-Protective Device shall provide inline overvoltage/overcurrent protection for a three conductor 120-volt AC power feed within an ITS Cabinet. The power surge-protective device shall employ a hybrid technology Metal Oxide Varistors (MOV) and thermal sensitive device for

disconnecting power from the load after an MOV failure. Power surge-protective devices shall have the following features:

- a. UL Listed UL 1449
 - b. 700 voltage protection rating
 - c. $\geq 40\text{kA}$ nominal discharge current per phase
 - d. Maximum load current: $\geq 50\text{kA}$
 - e. Visual indicated for every MOV including neutral and ground
 - f. 5 position cage clamp terminals for 24 AWG to 12 AWG conductor
 - g. Designed for mounting on standard 35 mm DIN rail
 - h. NEMA TS2 temperature rated
6. Electrical Surge Protection.
- A surge-protective device consisting of directly connected MOV shall be installed at the incoming electrical service lines and shall be located such that the connection leads are of minimum length. Conductor leads shall be cut to length to ensure quick reaction time. The Contractor shall connect the surge protector to the load side of the main disconnect in the controller cabinet. The surge-protective devices shall have the following features:
- a. UL Listed UL 1449
 - b. 20kA I-nominal rating
 - c. Line-neutral, line-ground, and neutral-ground modes of protection
 - d. Directly connected MOVs exceeding 32mm in diameter from line-neutral, line-ground, and neutral-ground
 - e. Surge current rating shall equal or exceed 50kA per mode, 100kA per phase
 - f. Voltage Protection Rating shall not exceed 700V on any mode.
 - g. Each MOV shall include a thermal safety disconnect(s).
 - h. Gas Tubes or Spark Gaps shall not be accepted due to high initial clamp overshoot.
 - i. MOV's operational status shall be monitored via visual indicator, including neutral-ground.
 - j. One set of normally open, normally closed form C contacts for remote monitoring.
 - k. Unit shall be NEMA Type 4 rated for outdoor installation.
7. Field Management Unit Surge Protection.
- A surge-protective device consisting of directly connected MOV shall be installed at cabinet locations at the incoming electrical service lines. The surge-protective device shall have the following features:
- a. UL Listed UL 1449;
 - b. 20kA I-nominal rating;
 - c. Line-neutral, line-ground, neutral-ground, and line-line modes of protection;
 - d. Surge current rating shall equal or exceed 50kA per mode, 100kA per phase;
 - e. Voltage Protection Rating shall not exceed 600V for 208Y/120V or 1,000V for 480Y/277V;
 - f. Less than 1 ns response time;
 - g. Individually fused and thermally protected MOVs;
 - h. MOV shall be 34 mm square minimum;
 - i. Shall have diagnostic monitoring on every MOV;
 - j. MOV operational status shall be monitored via visual indicator, including neutral ground; and,
 - k. Unit shall be enclosed in a NEMA Type 4X enclosure.

(j) Uninterruptible Power Supply (UPS).

The Uninterruptible Power Supply/battery backup system (UPS system) shall be used for the management of power supplies to ITS devices. The UPS shall provide output power with user option to function as single, dual, or line interactive conversion. The UPS unit shall be field hardened. The UPS shall have trickle charge capabilities. The UPS shall provide backup power for a minimum of three days for permanent and ten days for portable highway advisory radios. If providing backup power for other ITS equipment as shown on the Plans, it shall be provided for a minimum of one hour. Batteries used for a power supply shall be sealed gel type in the quantity and location (separate enclosure from the ITS equipment) as shown on the Plans.

The UPS shall be monitored through a Graphical User Interface (GUI) capable of monitoring performance and alarms as well as provide system management. The UPS shall display battery status, input and output voltage, Amp hours, load, and run time.

DESCRIPTION	SPECIFICATION
Input Voltage: AC DC	90 - 150 Vac 48 Vdc
Output Voltage: AC DC	120 Vac, true sine wave 12, 24, 48 Vdc
Power Regulation	± 4%
Response Time	< 5 ms
Output Power	Rated for intended load
Connection Type	Dry Contacts, Type B receptacle
Temperature Operating Range	-40° F to 165° F {-40° C to 74° C}
Humidity Operating Range	0 - 95% non-condensing
Housing	Free standing or rack mountable (as shown on the Plans)
Communication Ports	Ethernet SNMP, RS-232
Audible Alarm	Utility power interruption, inverter failure, low battery

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 15, 2023

GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

SECTION 710 ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

(c) Methods of Fabrication.

The first paragraph of Subarticle 710.01(c) shall be replaced with the following:

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

710.05 Basis of Payment.

(b) Payment will be made under Item No.:

Subarticle 710.05(b) shall be replaced with the following:

(b) Payment will be made under Item No.:

- 710-A Class * Sign Panels - per square foot {square meter}
- 710-B Roadway Sign Post (Description & Size) - per linear foot {meter}
- 710-C Removal of Existing Roadway Signs - per lump sum
- * Appropriate Class

SECTION 740

TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

740.02 Materials.

(b) Crashworthiness of Devices.

Subarticle 740.02(b) shall be replaced by the following:

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

Subarticle 740.02(d) shall be replaced by the following:

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

- Units are in good repair, clean and structurally sound.
- Reflective sheeting on any unit is clean and in good repair.
- All legends and messages are sharp, clean and legible.
- Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

(e) Pilot Car, Flaggers, and Flagging Equipment.

Subarticle 740.02(e) shall be replaced with the following:

(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced with the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

740.04 Method of Measurement.

Article 740.04 shall be modified by the deletion of the following paragraph

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

740.05 Basis of Payment.

Article 740.05 shall be replaced by the following:

740.05 Basis of Payment.

(a) General.

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these Items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

(b) Payment will be made under Item No.:

- 740-A Traffic Control Scheme - per lump sum
- 740-B Construction Signs - per square foot {square meter}
- 740-C Special Construction Signs - per square foot {square meter}
- 740-D Channelizing Drums - per each
- 740-E Cones (36 inches {900 mm} high) - per each
- 740-F Barricades, Type ____ - per each
- 740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
- 740-H Delineators - per each
- 740-I Warning Lights, Type ____ - per each
- 740-J Electric Incandescent or Fluorescent Light - per each
- 740-K Area Light - per each
- 740-L Vertical Panel Type __*, __** Sided - per Each
- 740-O Pilot Car - per each
- 740-P Portable Rumble Strips - per lump sum

* Specify either I or II

** Specify either Single or Double

SECTION 880 SIGN MATERIALS

880.01 Sign Panels.

(a) Aluminum Sign Materials.

Subarticle 880.01(a) shall be replaced with the following:

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 - T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts $\leq \frac{1}{4}$ "	ASTM B 211 Alloy 2024 - T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 - T4
Rivets	ASTM B 316 Alloy 6053 - T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 - T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

Subarticle 880.01(d) shall be replaced with the following:

(d) Blank.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 18, 2022

GASP No. 22-GA0016

EFFECTIVE DATE: January 1, 2023

SUBJECT: Traffic Signals.

Alabama Standard Specifications, 2022 Edition, SECTION 730 shall be amended as follows:

SECTION 730 TRAFFIC SIGNALS

730.05 Basis of Payment

(b) Payment will be made under Item No.

Subarticle 730.05(b) shall be replaced by the following:

(b) Payment will be made under Item No.

- 730-A Removal of Existing Traffic Control Unit (1) (2) - per lump sum
- 730-C Furnishing and Installing Traffic Control Unit (2) - per lump sum
- 730-E Metal Traffic Signal Pole Foundation - per each
- 730-F Metal Traffic Signal Pole with (3) Mast Arm Assembly - per each
- 730-G Traffic Signal Pole, (4), (5) - per each
- 730-H Loop Wire - per linear foot {meter}
- 730-I Loop Detector Lead-In Cable - per linear foot {meter}
- 730-J Vehicle Loop Detector - per each
- 730-K Traffic Signal Junction Box (6) - per each
- 730-L (7), (8), Conduit - per linear foot {meter}
- 730-M Interconnect Cable, (9), (10) AWG, (11), (12) - per linear foot {meter}
- 730-N Luminaire Extension Assembly, (13) feet {meters} - per each
- 730-O Illuminated Sign Assembly (14) (15) - per each
- 730-P (16) Signal Head, (17) Section, Type (18) - per each
- 730-Q Miscellaneous Equipment, (19) - per each
- 730-R Controller Assembly, Type (20), (21) Output Phase Channels - per each
- 730-S (22) Traffic Signal Preemption (23) (24) (2) - per lump sum
- 730-T Electrical Power Service Assembly (25) - per each
- 730-U (26) Detection System (2) - per lump sum
- 730-Y (27) Pedestal Pole and Foundation with (28) - per lump sum

- (1) Specify Partial or Temporary if required
- (2) Specify Intersection Location
- (3) Specify Length of Mast Arm
- (4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
- (5) Specify State Furnished if required
- (6) Specify Size (Type S1, Type S2, or Type S3)
- (7) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
- (8) Specify Type (metallic or non-metallic)
- (9) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
- (10) Specify Cable Size (No. 14 AWG or No. 19 AWG)
- (11) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)

- (12) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
- (13) Specify Arm Length in Feet {Meters}
- (14) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
- (15) Specify Power Source (Solar, or Utility Powered)
- (16) Specify Vehicular or Pedestrian
- (17) Specify Number of Sections
- (18) Specify Type (Incandescent, Optically Programmed, or LED)
- (19) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
- (20) Specify Type (NEMA or ATC)
- (21) Specify Number of Output Channels (8, 16, or 32)
- (22) Specify Type (Acoustical, Optical or GPS)
- (23) Specify Whether or not Software is Required (With Software, or Without Software)
- (24) Specify Whether or not Training is Required (With Training, or Without Training)
- (25) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
- (26) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
- (27) Specify (Furnishing and Installing, Removal of, or Relocation of)
- (28) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 12, 2022

GASP No. 22-GA0017

EFFECTIVE DATE: February 1, 2023

SUBJECT: Electronic Submittals for Shop Drawings and Working Drawings.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.02 Plans and Drawings.

(b) Shop Drawings.

Subarticle 105.02(b) shall be replaced by the following:

(b) Shop Drawings.

1. Preparation of Drawings

When shown as a contract requirement, the Contractor shall prepare and submit shop drawings for approval. Shop drawings shall be the proposed fabrication details for structural members and components.

Shop drawings for structural steel members and components shall be prepared on 22 inch x 34 inch size plan sheets. Shop drawings for structural members other than structural steel shall be prepared on 22 inch x 34 inch size plan sheets or on 11 inch x 17 inch sheets.

The Contractor shall carefully verify and shall become fully responsible for the correctness of all dimensions other than the principal controlling dimensions shown on the plans. The Contractor shall immediately advise the Engineer of any errors or discrepancies that are found during the preparation of the drawings.

All drawings shall be clear and complete. The signature of the preparer shall be shown on all drawings.

2. Submittal and Review

Shop drawings shall be submitted by the Contractor by either e-mail or physical copy. Shop drawings for structural members and components for bridge structures shall be submitted to the State Bridge Engineer for review and approval. A transmittal letter, in PDF format for e-mail, shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact information including a valid e-mail address (when applicable), the ALDOT project number, county or counties, project description, name and address of the preparer of the shop drawings and details of the shop drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal.

Ten business days shall be allowed for each review of each set of drawings containing five sheets or less and two business days shall be allowed for each sheet of each set of drawings containing more than five sheets. If the review is not completed within the number of days allowed, and the delay is not the fault of the Contractor,

the delay will be considered for an extension of contract time.

a. E-Mail Submittals

Shop drawings shall be submitted to the State Bridge Engineer at BridgeShopDwgs@dot.state.al.us. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the shop drawings shall be submitted by the Contractor to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy Submittals.

Two paper copies of the shop drawings shall be submitted for review. If necessary, one copy of the drawings will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings shall be submitted to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

3. Approval of Drawings

a. E-Mail Submittals.

When the drawings have no further comments, the State Bridge Engineer will electronically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will e-mail a copy of the approved drawings to the Contractor.

b. Physical Copy Submittals.

When the drawings have no further comments, the State Bridge Engineer will physically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will return by mail one complete copy to the Contractor.

4. Revisions after Approval

a. Electronic Mail Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. The revised drawings shall be emailed to the State Bridge Engineer for review and approval and will be subject to the review cycles as noted in item 2A above. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). When the revised drawings have no further comments, the State Bridge Engineer will electronically stamp the revised drawings "Approved, Revised" along with the revision number and current date. The revised drawings will be e-mailed to the Contractor.

b. Physical Copy Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. Two paper copies of the revised shop drawings shall be submitted to the State Bridge Engineer for review and approval and will be subject to the review cycles noted in item 2B above. When the drawings have no further comments, the State Bridge Engineer will physically stamp the revised drawings "Approved, Revised" along with the revision number current date. The revised drawings will be

returned by mail to the Contractor.

5. Responsibility

The approval of drawings will not release the Contractor from being solely and fully responsible for the content and accuracy of the drawings. Extra work that may result from omissions and errors in the shop drawings shall be done without additional compensation.

6. Beginning Fabrication upon Approval

Fabrication shall not begin until the drawings have been approved. There will be no compensation for, or acceptance of structural members and components that are fabricated prior to approval of the drawings.

(c) Working Drawings.

Subarticle 105.02(c) shall be replaced by the following:

(c) Working Drawings.

1. Preparation of Drawings.

The Contractor shall prepare and submit working drawings to supplement the plans. Working drawings shall be prepared to provide a complete illustration of the construction methods and materials proposed for use by the Contractor. Design calculations shall be submitted with the drawings. The signature, seal, and date of signature shall be placed on all details and design calculations by a Professional Engineer that is licensed in the State of Alabama and not employed by the ALDOT.

Working drawings and design calculations shall be submitted for:

1. Cofferdams, sheeting and shoring near a railroad track;
2. Cofferdams where "cofferdam and pumping" is required;
3. Structural steel girder erection plans for continuous span bridges;
4. Temporary bracing to provide stability for bridge girders;
5. Stay-in-place bridge deck forms;
6. Falsework for bridge deck overhangs (portion of deck outside of exterior girders);
7. Falsework for bridge bent caps;
8. Proposed temporary bridges;
9. Temporary steel sheet pile walls;
10. Falsework for the support of the top slab of cast in place concrete culverts;
11. Proposed placement of cranes on bridges;
12. Construction loads on bridges.

Working drawings and design calculations shall be submitted for any other construction process where noted on the plans or shown to be required in these specifications.

The Contractor shall be fully responsible for all of the costs of unacceptable construction work whether or not working drawings and design calculations are submitted for the construction procedures and temporary materials that affect the quality of construction.

2. Submittal.

Working drawings shall be submitted by the Contractor by either e-mail or physical copy to the State Construction Engineer for review and approval. A transmittal letter shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact

information including a valid e-mail address, the ALDOT project number, county or counties, project description, name and address of the preparer of the working drawings and details of the working drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal. The drawings and calculations shall be submitted well in advance of the point in time when the work will be performed.

Working drawings for work on or over the railroad right-of-way must have the approval of the railroad company before the work will be allowed to begin. The Contractor shall make the submittal far enough in advance of the need for the work to begin so that the railroad company will have ample time to review the drawings and design calculations.

a. E-Mail submittals.

Working drawings and calculations shall be submitted to the State Construction Engineer at ConstructionWorkDwgs@dot.state.al.us. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., Falsework for Bridge Deck Overhangs, Stay-in-Place Bridge Deck Forms, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the working drawings shall be submitted by the Contractor to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy submittals.

Two paper copies of the working drawings and calculations shall be submitted to the State Construction Engineer for review. If necessary, a copy of the drawings and calculations will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings and calculations shall be submitted to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

Working drawings and design calculations that have been submitted and distributed to ALDOT construction personnel by the State Construction Engineer may be resubmitted for another project provided all requirements are identical in nature to the previous project. The resubmittal of working drawings and calculations shall be signed, sealed and dated again by the Professional Engineer that originally sealed the drawings. The Professional Engineer shall clearly indicate on the drawings and calculations that the resubmittal is applicable to the new work.

3. Distribution.

The drawings and design calculations will be checked for completeness. The drawings will be distributed to ALDOT construction personnel for inspection of the work. If submitted through electronic mail, the Approval for distribution will be given to the Contractor through electronic PDF by the Engineer, indicated by an electronic stamp. If submitted through physical copies, the Approval for distribution will be given to the Contractor through paper copies by the Engineer, indicated by a physical stamp. The distribution of the drawings will not release the Contractor and the Professional Engineer from being solely and fully responsible for the

accuracy and adequacy of the drawings. Extra work that may result from errors in the working drawings and design calculations shall be done without additional compensation.

4. Beginning Work shown on Working Drawings.

Construction shall not be performed on any item of work for which Working Drawings are required until the Engineer receives the drawings for inspection of the work. There will be no compensation for work that is performed prior to the point in time that ALDOT personnel have the drawings for use in inspecting the construction work.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022

GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

SECTION 815 CEMENT

815.01 Portland Cement.

(a) Type I Portland Cement.

Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(b) Type II Portland Cement.

Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(c) Type III Portland Cement (High Early Strength).

Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(d) Type IS Portland Cement.

Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(e) Type IL Portland Cement.

Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(f) Type IP Portland Cement.

Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

815.02 Blank

815.03 Blank

815.04 Blank

815.05 Blank

815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate (C_3S) is hereby waived.

815.08 Testing of Cement.

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

815.09 Flash Set and False Set.

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

815.10 Unusual Appearance.

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

815.11 Use, Care, and Handling.

(a) Use.

1. Bulk cement will be permitted provided the bulk cement is handled as follows:

a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.

b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.

c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.

d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.

e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.

2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.

3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

(b) Care and Handling.

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.

2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023

GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106 CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

- a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than \$2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

- b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023

GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022

GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 200,000	\$1325	\$2650
200,000	10,000,000	2725	5450
10,000,000	-----	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

BIDDER'S LIST OF QUOTERS

Date: 05/21/25
Letting Date: 05/21/25

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an updated Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: BAGBY & RUSSELL ELECTRIC CO., INC. STPMB-4918(252) & STPMB-4920(251), PROJECT NUMBER: COUNTY: MOBILE

Quoter's Name	Address	Telephone Number	DBE/Non-DBE
INLINE	600 LAKESHORE PARKWAY, BIRMINGHA, AL		NON DBE
CITY ELECTRIC SUPPLY	PO BOX 131811, DALLAS, TX		NON DBE
TEMPLE INC	PO BOX 2066, DECATUR, AL		NON DBE
SOUTHERN LIGHTING & TRAFFIC	113 INDUSTRIAL PARK DRIVE		NON DBE
SUR CUT INC	55 ST LOUIS ST, MOBILE, AL		DBE
BAYOU CONCRETE	PO BOX 3868, GULFPORT, MS		NON DBE

Alabama Department of Transportation Disadvantaged Business Enterprise (DBE) Utilization Plan

☒ Original
☐ Revised

Project Number: _____ Contractor Name: _____
 County: _____ Address: _____
 Letting Date: _____
 Percent DBE Utilization Required: _____ Contract Amount: _____

DBE Firm Name & Certification Number	Type of Firm ³	Pay Item No.	Description of Work (include quantities and subcontract unit prices <i>OR</i> list the type of work and attach additional pages for details)	Joint ⁴ Checks	Dollar Amount
Name: _____					
Cert. Number: _____					
Name: _____					
Cert. Number: _____					
Name: _____					
Cert. Number: _____					
Name: _____					
Cert. Number: _____					
Name: _____					
Cert. Number: _____					
Instructions: 1. This plan must be submitted within 5 calendar days of the letting date. 2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached. 3. Type of Firm – Contractor, Supplier, or Manufacturer 4. If joint checks will be used with a DBE Firm, indicate with “Yes” in the box and attach a copy of the applicable joint check agreement.			Total Dollar Amount to DBEs: _____ Required Dollar Amount of DBE Utilization: _____		

ALDOT Approval: _____
 Date: _____

Project Number: _____
County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____
County: _____

Certification of Prime Contractor:

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of Non-DBE Subcontractor:

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

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Signature of Authorized Representative: _____

Date: _____

Project Number: _____
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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Project Number: _____
County: _____

Certification of Prime Contractor:

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of Non-DBE Subcontractor: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Project Number: _____
County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

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Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within five (5) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

DBE Firm Name: _____

was or will be paid \$ _____

Note: this amount does / does not include gross receipts tax and bond.
(circle one) (circle if applicable)

This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

DBE Subcontractor/Supplier

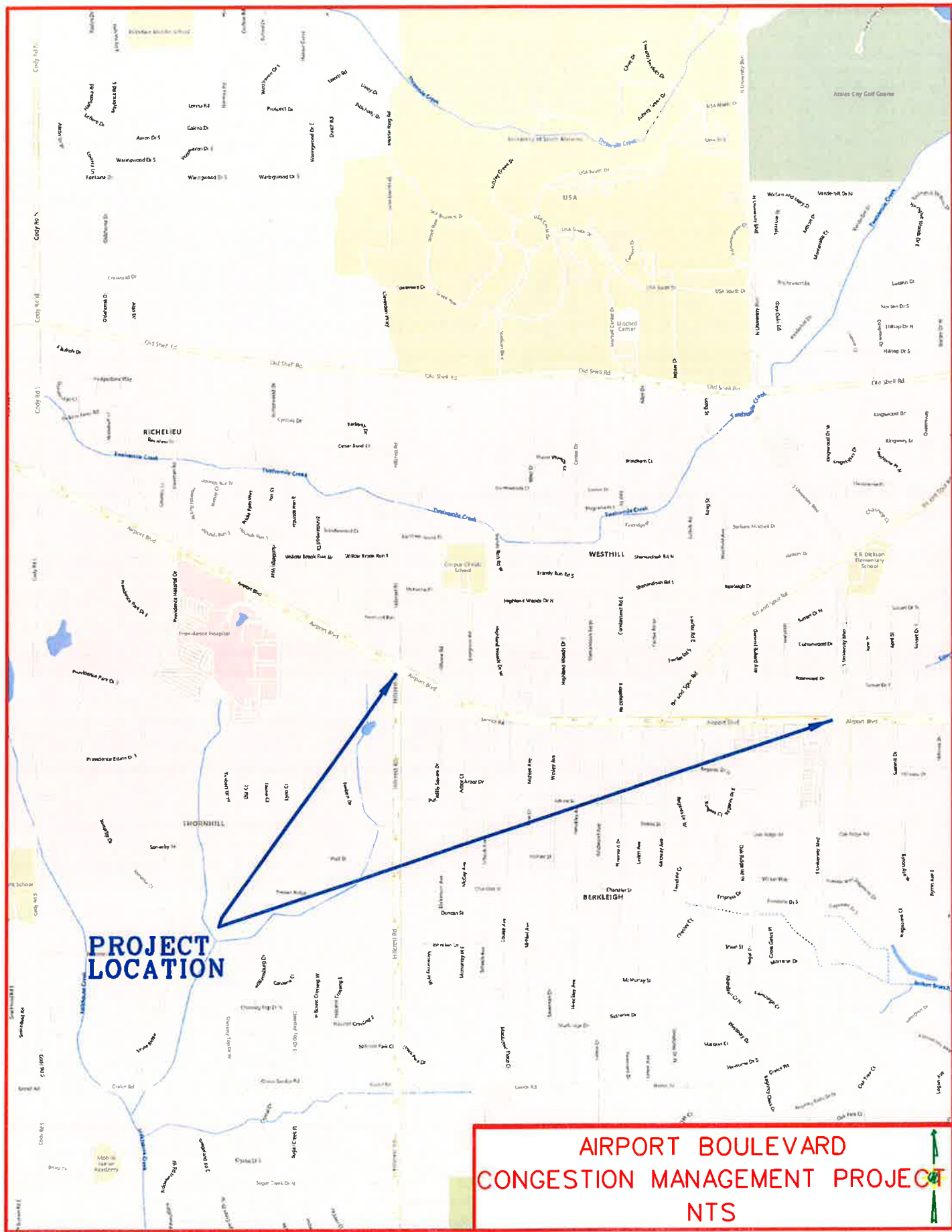
By: _____
signature

Name: _____
please print

Title: _____

Date: _____

**ATTACHMENT “A”
LOCATION**



**AIRPORT BOULEVARD
CONGESTION MANAGEMENT PROJECT
NTS**

ATTACHMENT “B”
CONTRACTOR’S INSURANCE CERTIFICATION

ATTACHMENT “C”

DBE UTILIZATION REPORT



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company **FORM 1: Background and Plan**

Company	BAGBY & RUSSELL ELECTRIC CO., INC
Address	5500 PLANTATION ROAD, THEORE, AL 36582
Telephone	251-344-5987
E-Mail	MM.BAGRUSDOT@OUTLOOK.COM

RFP/RFEQ Solicitation Number	STPMB-1918(252) AND STPMB-1920(251)
Project Description	TRAFFIC SIGNAL UPGRADES
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☐ Vets ☐
Total #of Employees	150

Subcontractor/Major Supplier Plan submitted by:

Printed Name: RICHARD A RUSSELL

Signature:  Date: 5-21-25

Title: PRESIDENT

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

Name: MAT MATHEWS Title: PROJECT MANAGER

E-mail: MM.BAGRUSDOT@OUTLOOK.COM Phone: 251-214-4107



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.Kidd@cityofmobile.org
251.206.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

STPMB-4918(252) & STPMB-4920(251)
RFP/R/Q/Bid # Your Bid/Proposal Amount \$ 1,610,025.30

Date: 5/21/2025

Description	TRAFFIC SIGNAL UPGRADES

Name of Bidder/Proposer: BAGBY & RUSSELL ELECTRIC CO., INC.

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: BAGBY & RUSSELL ELECTRIC CO, INC.

Contact Person: MAT MATTHEWS Phone 251-214-4107 Email mm.bagrusdot@outlook.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 City of Mobile 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. _____

Return to Office of Supplier Diversity
Via email: archinique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

**P.O. Box 1948
Mobile, AL 36633**

Certified DBE:

NO

Contract Start Date:**Estimated Completion Date:**

OCT
NOV
DEC

FINAL

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.

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.

SIGNATURE: _____
(Title) _____
(Date) _____

DBE Utilization Report

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

**Project No. STPMB-4918(252) Intersection Improvements -
Congestion Management Process (Signal Equipment and Updating
Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to
University Blvd**

**Project No. STPMB-4920(251) Intersection Improvements -
Congestion Management Process (Signal Equipment and Updating
Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest
Road**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 2021.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **Project No. STPMB-4918(252) Intersection Improvements -
Congestion Management Process (Signal Equipment and Updating
Signal Timing) on CR-56 (Airport Blvd) From Hillcrest Road to
University Blvd**

**Project No. STPMB-4920(251) Intersection Improvements -
Congestion Management Process (Signal Equipment and Updating
Signal Timing) on CR-56 (Airport Blvd) From Cody Road to Hillcrest
Road**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 2021.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

**State of Alabama
Electrical Contractors Board**

**Stephen B. Connick
Bagby & Russell Electric Co, Inc.
ELECTRICAL CONTRACTOR**

Original Issue Date: 8/27/2014
License No: 05334 Expires: 9/30/2025

46076



Company ID Number: 402828

Approved by:

Employer BAGBY & RUSSELL ELECTRIC CO., INC.	
Name (Please Type or Print) ROSEMARY S LEMASTER	Title
Signature Electronically Signed	Date 03/22/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/22/2011



Company ID Number: 402828

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	BAGBY & RUSSELL ELECTRIC CO., INC.
Company Facility Address	5500 Plantation Rd Theodore, AL 36582
Company Alternate Address	P.O. Box 699 Theodore, AL 365900699
County or Parish	MOBILE
Employer Identification Number	630942738
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 402828

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



Company ID Number: 402828

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name CHRISSY FULLER
Phone Number 2513445987
Fax 2516536353
Email chrissy@baorus.com

Name LYONS A WALSH
Phone Number 2513445987
Fax 2513440308
Email art@baorus.com



Company ID Number: 402828

This list represents the first 20 Program Administrators listed for this company.

Page 17 of 17 E-Verify MOU for Employers | Revision Date 06/01/13

RESOLUTION

Sponsored by: Councilmember Woods & Mayor 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 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:	Bagby & Russell Electrical Company, INC.
City of Mobile Project Name:	Intersection Improvements – Congestion Management Process for Airport Blvd from University Blvd to Cody Rd STPMB-4920(251) & STPMB-4918(252)
Capital Project No.:	G-STPM4918
Contract Amount:	\$1,610,025.30

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



**CONSTRUCTION ENGINEERING AND INSPECTION
CONTRACT
CITY OF MOBILE
INTERSECTION IMPROVEMENTS ON AIRPORT BLVD
PROJECT STPMB-4920(251) & STPMB-4918(252)**

PROJECT NO. 2025-2060-05

**ENGINEER:
Neel-Schaffer, INC**



DESIGN PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **NEEL-SCHAFFER, INC.** (hereinafter called the “ENGINEER”).

This CONTRACT, including its Exhibits, attached hereto, all incorporated herein, represents the entire CONTRACT between ENGINEER and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this CONTRACT. ENGINEER and City acknowledge having read and understood this CONTRACT and hereby agree to be bound by its terms and conditions.

WHEREAS, **NEEL-SCHAFFER, INC.** is uniquely qualified in the business of professional construction engineering and inspection, material sampling, and contract administration.

WHEREAS, the City of Mobile desires to engage **NEEL-SCHAFFER, INC.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

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 CONTRACT.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC 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 under separate contract with the CITY.

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.

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER 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 II. herein.

PROJECT – Intersection improvements – Congestion Management Process (signal equipment and updating signal timing) on CR-56 (Airport Blvd) from Hillcrest Road to University Blvd & intersections improvements – Congestion Management Process (signal equipment and updating signal timing) on CR-56 (Airport Blvd) from Cody Road to Hillcrest Road, Federal Aid Project Nos. STPMB-4918(252) & STPMB-4920(251), City of Mobile Project No. 2019-2090-06. This is for construction engineering and inspection, material sampling, and contract administration for the Local Public Agency (LPA) process required by ALDOT.

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, latest 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. SCOPE OF SERVICES TO BE PERFORMED

The ENGINEER, together with all assigned personnel, shall perform Construction Engineering and Inspection (CEI) services in full compliance with the applicable standards and specifications of the City of Mobile and the Alabama Department of Transportation

(ALDOT) for the referenced projects. The ENGINEER shall be solely responsible for adhering to ALDOT's Local Public Agency (LPA) process, including all CEI services and project closeout requirements.

The ENGINEER shall ensure that all individuals performing work under this agreement, including engineers, technical staff, inspectors, observers, and agents—possess the requisite licenses, certifications, and qualifications appropriate to their assigned duties. Throughout the duration of this agreement, the ENGINEER shall provide the TRAFFIC ENGINEER, in writing, with the qualifications of all such personnel prior to the commencement of services.

The ENGINEER shall bear full responsibility and liability for all actions or omissions of its engineers, technical staff, inspectors, observers, and agents in connection with the performance of services under this agreement.

III. TERM OF AGREEMENT

The Services are to be performed as of the date of execution by and between the Parties and continuing through May 14, 2026. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

IV. COMPENSATION

- A. Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services shall be made *only* in return for work actually performed toward 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 CONTRACT as **Exhibit A**. 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 TRAFFIC ENGINEERING DIRECTOR.
- B. The City shall pay the ENGINEER for the services rendered hereunder and completed in accordance with the terms and conditions of this CONTRACT an amount not to exceed one hundred thirty-six thousand one hundred thirty and 78/100 dollars (\$136,130.78) for the entire Project in accordance with **Exhibit A** Fee Schedule attached hereto and incorporated herein, upon the completion and acceptance thereof by the City or its duly authorized agent. If the contract price includes a contingency amount for unanticipated work within the scope of the CONTRACT and may only be authorized at the discretion of the City's TRAFFIC ENGINEERING DIRECTOR.
- C. Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10)

percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the CITY.

- D.** For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

1. Direct Salary and Wages – Actual salary and wages paid to personnel while actually engaged in the performance of the work. All payments to the ENGINEER for professional engineering services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY.
2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
3. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
4. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.
5. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed one hundred thirty-six thousand one hundred thirty and 78/100 dollars (\$136,130.78)

- E.** Failure to perform professional services shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

- F. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.
- G. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.
- H. The ENGINEER'S invoices shall be in a form satisfactory to the TRAFFIC ENGINEERING DIRECTOR who shall initiate disbursements. The ENGINEER is responsible for providing all necessary documentation that may be required by the City.
- I. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENGINEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.
- J. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all 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.

V. ADDITIONAL SERVICES

If the City's TRAFFIC ENGINEERING DIRECTOR requires the ENGINEER to perform additional services related to this CONTRACT then the ENGINEER shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this CONTRACT by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this CONTRACT is executed by the City and the ENGINEER. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the ENGINEER, the ENGINEER shall not be entitled to additional compensation.

VI. LIABILITY OF ENGINEER

The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents only if such defense is covered by ENGINEER'S policy of professional liability insurance. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements as specified in Exhibit B. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

ENGINEER shall procure and maintain insurance as specified in **Exhibit B**, City of Mobile Insurance Requirements, attached hereto and made a part of this CONTRACT.

VIII. RESPONSIBILITIES OF THE ENGINEER

- A.** The personnel assigned by the Engineer to perform the services of this CONTRACT shall comply with the terms set forth in this CONTRACT. The Engineer shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Engineer's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B.** The Engineer agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C.** The Engineer warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Engineer), to solicit or secure this CONTRACT and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this CONTRACT.
- D.** The Engineer shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate

on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

- E. The ENGINEER shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this CONTRACT which shall be available and accessible at the Engineer's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- F. The ENGINEER is, and shall be, in the performance of all work, services and activities under this CONTRACT, an independent engineer. Engineer is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the Engineer's sole direction, supervision and control. The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the City shall be that of an independent engineer and not as employees of the City. The Engineer shall be solely responsible for providing benefits and insurance to its employees.

X. LIQUIDATED DAMAGES

The parties to this CONTRACT agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the CONTRACT agree that the liquidated damages for those items of damage not otherwise provided for by this CONTRACT, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision by ENGINEER arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable, therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$150.00 per day.

XI. FORCE MAJEURE

The ENGINEER specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall

be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF CITY

- A.** City shall designate a Department Head or other person to act as City's representative with respect to this CONTRACT. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B.** City shall furnish to ENGINEER all applicable information and technical data in City's possession or control reasonably requested by ENGINEER for the proper performance of the Services.
- C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this CONTRACT, including, but not limited to: 1. Review of all ENGINEER payment requests for approval or rejection. 2. Periodic reviews of the work of the ENGINEER as necessary for the completion of the ENGINEER's services during the period of this CONTRACT.
- D.** The City shall not provide any services to the ENGINEER in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

- A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B.** Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- E. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER's abandonment shall be as stated above. ENGINEER shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the ENGINEER's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER's work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER's work not delivered or performed as represented in the ENGINEER's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this CONTRACT will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. ENGINEER agrees to waive all rights to trial by jury for any litigation undertaken concerning this CONTRACT.
- E. This CONTRACT and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

- F. Unless otherwise agreed in writing, the ENGINEER shall be required to continue its services and all other obligations under this CONTRACT during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. STANDARD OF CARE

- A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this CONTRACT, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the CONTRACT, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards, provided that Engineer shall not be required to perform services beyond 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 (the "Standard of Care"). Upon City providing notice to ENGINEER as set out in a reasonably detailed written notice to cure any non-conformance with the Standard of Care, within thirty (30) days of occurrence, ENGINEER agrees to re-perform the services to achieve commercially reasonable conformance with this Standard of Care.

XVI. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head may at any time, by written order to the ENGINEER, require the ENGINEER to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the ENGINEER. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The ENGINEER shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII A.
- B. In the event the City determines to not direct the ENGINEER to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the ENGINEER to resume work within ninety (90) days, the ENGINEER may terminate this Contract.

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the TRAFFIC ENGINEERING DIRECTOR or the Director's designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Traffic Engineering Director
As: City's Authorized Agent
852 Gayle Street
Mobile AL

ENGINEER:
Neel Schaffer, Inc.
c/o Anthony Fresolone
As: ENGINEER's Authorized Agent
5 Dauphin Street, 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.

XVIII. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small

business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

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 Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

Default by ENGINEER shall excuse any obligation of City to pay compensation or sums otherwise due to the 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.

XXI. 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.

XXII. 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.

XXIII. PEER REVIEW/VALUE ENGINEERING

The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. ENGINEER shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, ENGINEER shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIV. ANTI-BOYCOTT

ENGINEER agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXV. NON-DISCRIMINATION

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 engineers 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.

XXVI. COMPLIANCE WITH IMMIGRATION LAW

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. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER employs one or more employees within the State of Alabama, ENGINEER shall provide documentation establishing that ENGINEER is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

XXVII. MISCELLANEOUS

- A. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this 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 CONTRACT 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 exhibits 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 Agreement. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

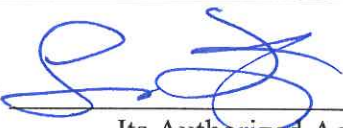
- O. Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together 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 ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this CONTRACT shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity. Nothing in this 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.
- U. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this CONTRACT or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- V. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this CONTRACT or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- W. This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

XXVIII. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

ENGINEER, NEEL-SCHAFFER, Inc.

BY:  _____
Its Authorized Agent

Date: 7/17/25

Print Name: LANCE TAYLOR

ACKNOWLEDGEMENT

The State of Alabama }

St. Clair County County }

I, Stephenie Griffith, a Notary Public, in and for said County in said State, hereby certify that Lance Taylor, whose name as Authorized Agent of Neel-Schaffer, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17th day of July, 2025

(Seal)



Stephenie Griffith
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

Date: _____

EXHIBIT A: FEE SCHEDULE

EXHIBIT B: INSURANCE

EXHIBIT C: E-VERIFY DOCUMENTS

Exhibit A
Project No. STPMB-4920(252)
INTERSECTION IMPROVEMENTS ON AIRPORT BLVD

Construction Engineering & Inspection Proposal
April 15, 2025

N-S Project #			
Construction Cost: \$704,200 Contract Time: 150 Working Days			
Classification	Hours	Billed Pay Rate	Total
Project Manager	71.00	\$68.59	\$4,869.89
Level II Inspector	711.00	\$25.50	\$18,130.50
Level II Inspector (Office)	71.00	\$24.00	\$1,704.00
Total Direct Labor Cost			\$24,704.39
Overhead and Labor Additive (136.71%)			\$33,773.00
Labor Expense Subtotal			\$58,477.39
Total Direct Expenses(Vehicle)			\$3,400.00
Subconsultants			
Subtotal Subconsultant Expense			\$0.00
Subconsultant Administration (5%)			\$0.00
Profit (10% labor, overhead, expenses)			\$6,188.00
FCCM (0.01% of Direct Labor)			\$0.00
Total Fee			\$68,065.39

Construction Engineering & Inspection Proposal
April 15, 2025

[illegible]

EXHIBIT B

INSURANCE Design Professional Contract

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, and shall attach to this contract, as proof thereof, a certificate of said insurance. Pursuant to § 41-9A-3, Ala. Code (1975) design professionals are not required to list any other party, person, or entity as an additional insured on design professional liability insurance policy of professional liability insurance.

A. For the duration of this Agreement, Contractor shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage

for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed 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.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

1. Waiver of Subrogation - All policies of insurance, except the professional liability insurance policy, shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except the professional liability insurance policy, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except professional liability insurance policy, shall be endorsed to provide that all such insurance policies are primary and non-contributing with any other insurance maintained by the City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

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.

EXHIBIT C – E-Verify Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2025

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 Center 3780 Mansell Rd. Suite 370 Alpharette 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 : Everest National Insurance Company		10120
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2081172292

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	8/1/2025	8/1/2026	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	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			XC3EX00730251	8/1/2025	8/1/2026	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)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	Professional Liability incl. Pollution Liability			AAEP000499251	8/1/2025	8/1/2026	Per Claim Aggregate \$5,000,000 \$5,000,000

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

Project: All for City of Mobile

City of Mobile, Alabama are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) 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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RESOLUTION

Sponsored by: Councilmember Woods & Mayor 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 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: Neel-Schaffer, INC.

City of Mobile Project Name: CE & I Contract

Intersection Improvements – Congestion Management
Process for Airport Blvd from University Blvd to Cody Rd
STPMB-4920(251) & STPMB-4918(252)

Capital Project No.: G-STPM4918

Contract Amount: \$136,130.78

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C#5468

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Tricentennial Park Site Improvements

CAPITAL PROJECT #: C0784 (20002000-48010)

CONTRACT AMOUNT: \$832,165.90 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-004-
23

PROJECT DESCRIPTION: New dog park, concrete walking paths, security
lighting and improvements to drainage.

VENDOR NAME: J. Hunt Enterprises General Contractors, L.L.C.

VENDOR NUMBER: 298480

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Construction (Unit Price)*

Performance-Contributed

Engineering

Construction**

Contractual

Testing Professional Services

ROW (Acquisitions)

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate_____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II Date: 08/13/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

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: J. Hunt Enterprises General Contractors, L.L.C.

Project Name: CIP Tricentennial Park Site Improvements

Project Number: PR-004-23

Amount: \$832,165.90

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Tricentennial Park Site Improvements

CAPITAL PROJECT #: C0784 (20002000-48010)

CONTRACT AMOUNT: \$832,165.90 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-004-23

PROJECT DESCRIPTION: New dog park, concrete walking paths, security lighting and improvements to drainage.

VENDOR NAME: J. Hunt Enterprises General Contractors, L.L.C.

VENDOR NUMBER: 298480

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: 08/13/2025



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)

J. Hunt Enterprises General Contractors, L.L.C.
9330 Ben Hamilton Rd,
Theodore, Al 36582
City of Mobile Business License Number: 98047
Secretary of State Registration Number: 000-489-039

for the following Project:
(Name, location and detailed description)

Tricentennial Park Site Improvements
2121 Bragg Avenue
Mobile, Alabama 36617
PR-004-23
Scope: Base bid improvements include a new dog area, concrete walks and pavement, asphalt paving, fencing, security lighting, concrete ribbon curb, site grading and drainage, landscaping and site amenities to include drinking fountains, trash receptacles, benches, flag poles and swing arbors.
Alternate No. 1 Consists of Renovations to an existing Restroom Building.

The Architect:
(Name, legal status, address and other information)

WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

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.)

☒ 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.)

☒ Not later than One Hundred Fifty (150) 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)

Init.

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User Notes:

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 Eight Hundred Thirty-Two Thousand One Hundred Sixty-Five and 90/100 Dollars (\$ 832,165.90), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$ 656,713.80

Contingency Allowance: \$ 25,000.00

Total Base Bid: \$ 681,713.80

Additive Alternate #1 \$ 150,452.10

Total Bid: \$ 832,165.90

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate #1	\$150,452.10

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Twenty Five Thousand and 00/100 Dollars (\$25,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or *(Table deleted)* undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
6' PEDESTRIAN CONCRETE:	LF	\$60.00
RIBBON CURB: 8"	LF	\$40.00
VEHICULAR CONCRETE: 6"	SF	\$12.00
CONCRETE PAD 4"	EA	\$750.00
CONCRETE PAD	EA	\$1,500.00
ASPHALT PAVING VEHICULAR	SF	\$5.00
WHEEL STOP: CONCRETE	EA	\$100.00
CONCRETE PAD: 4" DRINKING	SF	\$10.00
FOUNTAIN PAD;		
BENCH: 6' BENCH	EA	\$3,150.00
SWING ARBOR;	EA	\$4,500.00
SWAY BENCH:	EA	\$4,500.00
DRINKING FOUNTAIN W/ BOTTLE	EA	\$10,00.00
FILLER: WIINFILTRATION		
CHAMBER		
DRINKING FOUNTAIN; W/ PET STATION;	EA	\$4,500.00
W/INFILTRATION		
CHAMBER		

Init.

TRASH RECEPTACLE:	EA	\$3,200.00
FENCE: WOOD FENCE; W/4' GATE;	LF	\$100.00
FENCE: 6' CHAINLINK FENCE	LF	\$50.00
FENCE: 6' 2019 CHAINLINK FENCE IN CONC.:	LF	\$60.00
GATE: 4' CHAIN LINK GATE;	EA	\$500.00
GATE: 10' DOUBLE LEAF CHAINLINK	EA	\$1,065.00
TRUNCATED DOME: PER ADA	EA	\$450.00
GUIDELINES;		
CONCRETE GUTTER:	LF	\$30.00
RIPRAP: #1- 4" OF CRUSHED LIMESTONE	SF	\$11.00
HEADWALL: 3,000 PSI CONCRETE;		
COLOR: NATURAL GREY	SF	\$52.00
CURB RAMP: 3,000 PSI CONCRETE: LIGHT BROOM FINISH.	EA	\$1,500.00
HANDICAP RAMP W/ RETURN CURB:		
UTILITY WATER LINE;	EA	\$1,500.00
SOD	LF	\$15.00
	SY	\$7.00

§ 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;
- .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

- .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 J. Hunt Enterprises General Contractors L.L.C. has completed the contract for Tricentennial Park - Pavilion & Site Improvements, 4851 (PR-004-23) 2121 Bragg Avenue Mobile, Alabama 36617. 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)

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, Real Estate & Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

James Poore
9330 Ben Hamilton Rd,
Theodore, Al 36582
dana@jhuntgc.com
251-660-1076

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit

D. Damage to Rented Premises \$1,000,000 each occurrence

.6 Such comprehensive policy shall include the following:

- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
- E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
- F. Broad Form Property Damage Coverage, including Completed Operations.
- G. Personal Injury Liability, with employee's exclusions removed.
- H. Explosion and Collapse Hazard:
Included or X Not Applicable.
- I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and
Property damage \$1,000,000 combined single limit

.8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris

removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 - .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
 - .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
 - .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
CS100	Cover Sheet	10/07/2024
TC100	Table Of Contents	10/07/2024
EX100	Existing Conditions	10/07/2024
ER100	Erosion Control Plan	10/07/2024
DP100	Overall Demolition Plan	10/07/2024
DP200	Demolition Enlargement	10/07/2024
DP201	Demolition Enlargement	10/07/2024
LS100	Overall Site Plan	10/07/2024
LH100	Overall Hardscape Plan	10/07/2024
LH101	Overall Hardscape Plan	10/07/2024
LH200	Hardscape Enlargement Plan	10/07/2024
LH201	Hardscape Enlargement Plan	10/07/2024
LH500	Hardscape Details	10/07/2024
LH501	Hardscape Details	10/07/2024
LH502	Hardscape Details	10/07/2024
LH503	Hardscape Details	10/07/2024
LG010	Overall Landscape Grading Plan	10/07/2024
LG100	Landscape Grading Plan	10/07/2024
LG101	Landscape Grading Plan	10/07/2024
LG500	Landscape Grading Details	10/07/2024
LP100	Overall Landscape Planting Plan Planting Plan	10/07/2024
LP200	Enlargement	10/07/2024
LP201	Planting Plan Enlargement	10/07/2024
LP500	Landscape Planting Details	10/07/2024
ES100	Electrical Legend And Specifications	10/07/2024
ES200	Electrical Site Power Plan	10/07/2024
ES300	Electrical Site Lighting Plan	10/07/2024
ES400	Electrical Enlarged Lighting Plans	10/07/2024
ES500	Electrical Details And Legends	10/07/2024
G002	Symbols. Abbreviations, General Notes	10/07/2024
A101	Plans	10/07/2024
A200	Elevations	10/07/2024
A400	Toilet Elevations & Details	10/07/2024
A401	Toilet Elevations & Details	10/07/2024
A600	Door Schedule & Details	10/07/2024
A700	Signage	10/07/2024
M101	Mechanical Proposed Work Plans	10/07/2024
P100	Symbols, Abbreviations, General Notes	10/07/2024
P101	Demolition And Proposed Work Plans	10/07/2024
E100	Symbols, Abbreviations, General Notes	10/07/2024
E101	Demolition And Proposed Work Plans	10/07/2024

.4 Specifications

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User Notes:

Section	Title	Date
DIVISION 1:	GENERAL REQUIREMENTS	
SECTION 010100	SCOPE OF WORK	11/13/2024
SECTION 010500	FIELD ENGINEERING	11/13/2024
SECTION 012100	ALLOWANCES	11/13/2024
SECTION 012200	UNIT PRICES	11/13/2024
SECTION 012300	ALTERNATES	11/13/2024
SECTION 012510	PRE-BID SUBSTITUTION PROCEDURES	11/13/2024
SECTION 012600	CONTRACT MODIFICATION PROCEDURES	11/13/2024
SECTION 012900	PAYMENT PROCEDURES	11/13/2024
SECTION 013100	PROJECT MANAGEMENT AND COORDINATION	11/13/2024
SECTION 013300	SUBMITTAL PROCEDURES	11/13/2024
SECTION 014010	QUALITY CONTROL TESTING PROCEDURES	11/13/2024
SECTION 015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	11/13/2024
SECTION 017000	EXECUTION REQUIREMENTS	11/13/2024
SECTION 017310	CUTTING AND PATCHING	11/13/2024
SECTION 017320	SELECTIVE DEMOLITION	11/13/2024
SECTION 017350	SUBSTITUTION PROCEDURES	11/13/2024
SECTION 017700	CLOSEOUT PROCEDURES	11/13/2024
SECTION 017820	OPERATION AND MAINTENANCE DATA	11/13/2024
SECTION 017830	PROJECT RECORD DOCUMENTS	11/13/2024
DIVISION 2	SITE WORK	11/13/2024
SECTION 017310	CUTTING AND PATCHING	11/13/2024
SECTION 017320	SELECTIVE DEMOLITION	11/13/2024
SECTION 020700	SELECTIVE SITE DEMOLITION	11/13/2024
SECTION 022300	SITE CLEARING	11/13/2024
SECTION 023000	EARTHWORK	11/13/2024
SECTION 025130	ASPHALTIC CONCRETE PAVING	11/13/2024
SECTION 027510	CEMENT CONCRETE PAVEMENT	11/13/2024
SECTION 028210	CHAIN LINK FENCES AND GATES	11/13/2024
SECTION 029000	LANDSCAPING	11/13/2024
SECTION 033000	CAST-IN PLACE CONCRETE	11/13/2024
SECTION 05500	METAL FABRICATIONS	11/13/2024
SECTION 061000	ROUGH CARPENTRY	11/13/2024
SECTION 064150	CONCRETE COUNTERTOPS	11/13/2024
SECTION 076200	SHEET METAL FLASHING AND TRIM	11/13/2024
SECTION 079200	JOINT SEALANTS	11/13/2024
SECTION 081130	HOLLOW METAL DOORS AND FRAMES	11/13/2024
SECTION 087100	DOOR HARDWARE	11/13/2024
SECTION 096720	RESINOUS FLOORING	11/13/2024
SECTION 099010	PAINTING	11/13/2024
SECTION 101423	PANEL SIGNAGE	11/13/2024
SECTION 102113	PHENOLIC-CORE TOILET COMPARTMENTS	11/13/2024
SECTION 102800	TOILET ACCESSORIES	11/13/2024
SECTION 221116	DOMESTIC WATER PIPING	11/13/2024
SECTION 312500	EROSION AND SEDIMENT CONTROL	11/13/2024
SECTION 321723	PAVEMENT MARKINGS	11/13/2024
SECTION 330525	LOCATIONS OF EXISTING UTILITIES	11/13/2024

.5 Addenda, if any:

Number	Date
Addendum 1	11/21/2024
Addendum 2	11/27/2024

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.

Other Exhibits:

§ 9.2

Supplementary and other Conditions of the Contract:

Title	Date	Pages
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User Notes:

§ 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 00 11 16	Invitation to Bid
Section 00 21 00	Instructions to Bidders - AIA Document A701
Section 00 22 00	Supplementary Instructions to Bidders
Section 00 41 00	Bid Form
	Accounting of Sales Tax Form C-3A
	DBE Subcontracting & Major Supplier Plan
Section 00 50 00	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00 60 00	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment - AIA Document G702 and G703
	City of Mobile 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 00 70 00	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 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

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor:

J. Hunt Enterprises General Contractors, L.L.C.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Jeremy Hunt, Owner

(Printed name and title)

ATTEST:

City Clerk

STATE OF

COUNTY OF

Alabama
mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeremy Hunt as Owner of J. Hunt Enterprises General Contractors, L.L.C. 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 14 day of July, 2025.

[Signature]

NOTARY PUBLIC

My Commission Expires:

12/2/26



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(1480077616)

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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
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	J Hunt Enterprises General Contractors
Address	9330 Ben Hamilton Rd, Theodore, AL 36582
Telephone	251-660-1076
E-Mail	dana@jhuntgc.com

RFP/RFQ Solicitation Number	PR-004-23
Project Description	Park Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>22</u> Female <u>3</u> Minority <u>3</u> Non-minority <u>16</u> SDVO <u> </u> Total #of Employees <u>28</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: James Poore

Signature: James H Poore Date: 12-10-2024

Title: Operations 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: Dana Harbin Title: Office Manager

Email: Dana@jhuntgc.com Phone: 251-660-1076



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company J Hunt Enterprises General Contractors

Date: 12-10-2024

10 / 30 / 2024 Description Tricentennial Park Improvements PR-004-23

Name of Bidder/Proposer: Jim Poore

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
Dorch, Figures and Sons						
Evans Supply	251-622-5767	Pipe and misc supplies	5,000.00	.69	yes	
MP Cement	251-379-4456	Concrete Work	54,000.00	7.5	Yes	
L&G Industries	251-513-3528	Concrete Supplier	49,500.00	6.8	Yes	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: J Hunt Enterprises General Contractors
Contact Person: Dana Harbin Phone 251-660-1076 Email dana@jhuntgc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

RIDER

To be attached to and form part of Bond Number: 8801521

This rider shall become effective as of 6/13/2025

Issued on behalf of J Hunt Enterprises General Contractors, LLC as Principal, and in favor of
City of Mobile as Obligee.

It is agreed and understood that FCCI INSURANCE COMPANY authorizes the following changes:

Amend bond number from 880521 to 8801521

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated this 13th day of June, 20 25

PRINCIPAL

FCCI INSURANCE COMPANY



Allen H. Ladd, ATTORNEY-IN-FACT



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Harry W. Mattei, L Taylor Beville, M Harland Ison, Jr., Peyton L. Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



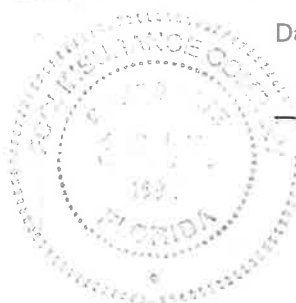
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of June, 2025



Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



MEMORANDUM

Date: June 13, 2025
To: J Hunt Enterprises General Contractors, LLC
From: Allen H. Ladd
Re: City of Mobile- Tricentinnal Park Project #PR-004-23 Bond No. 880521

To Whom It May Concern:

As a representative and Attorney-in-Fact for FCCI Insurance Company regarding the above mentioned Performance and Labor and Material Bond for J Hunt Enterprises General Contractors, LLC. I give **City of Mobile** the authority to date the Power of Attorney, Performance and Labor and Material Bond, for the above referenced project, the same date contracts are executed.

If you would be so kind, please let me know what date you use.

If you should have any questions regarding this matter please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Allen H. Ladd'.

Allen H. Ladd
Attorney-in-Fact
FCCI Insurance Company



2065 Old Shell Road P.O. Box 6989, Mobile, AL 36660 251.473.9000 Fax 251.473.9010 800.514.8132
145 Cove Avenue Gulf Shores, AL 36542 251.968.4322 Fax 251.968.4323

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, J Hunt Enterprises General Contractors, LLC, 9330 Ben Hamilton Rd, Theodore, AL 36582, hereinafter called the Principal, and FCCI Insurance Company, 6300 Univeristy Parkway Sarasota, FL 34240-8420, 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 Eight Hundred Thirty-Two Thousand One Hundred Sixty-Five and 90/100 Dollars (\$ 832,165.90) 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 Tricentennial Park Site Improvements (PR-004-23) 2121 Bragg Avenue Mobile, Alabama 36617, 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:

J Hunt Enterprises General Contractors, LLC.

(Corporate Seal)

By: _____

(Signature)

Name and Title: Jeany Hunt, Owner

SURETY Company: FCCI Insurance Company

(Corporate Seal)

By: Allen H. Ladd

(Signature)

Name and title: Allen H. Ladd, Attorney-in-Fact

Resident Agent: Allen H. Ladd

(Signature)

Name and Title: Allen H. Ladd

Company Name: Thames Batre Insurance

Address: 2065 Old Shell Rd Mobile, AL 36607

Phone: 251-473-9000

Owner's Representative: Shannon McIntyre

Director, Architectural
Engineering

PO Box 1827 Mobile,
AL 36633 251-208-7454

Performance Bond



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Harry W. Mattei, L Taylor Beville, M Harland Ison, Jr., Peyton L. Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



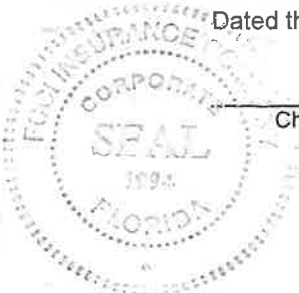
PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____,



Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

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, J Hunt Enterprises General Contractors, LLC, 9330 Ben Hamilton Rd, Theodore, Al 36582, as Principal, and FCCI Insurance Company 6300 Univeristy Parkway Sarasota, FL 34240-8420, 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 Eight Hundred Thirty-Two Thousand One Hundred Sixty-Five and 90/100 Dollars (\$ 832,165.90) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Tricentennial Park Site Improvements (PR-004-23) 2121 Bragg Avenue Mobile, Alabama 36617, 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 Allen H. Ladd 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:
J Hunt Enterprises General Contractors, LLC

(Corporate Seal)

By: _____
(Signature)

Name and Title: Jeremy Hunt, owner

Resident Agent: _____
(Signature)

Name and Title: Allen H. Ladd
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone: 251-473-9000

SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact

Owner's Representative: Shannon McIntyre
Director, Architectural
Engineering
PO Box 1827 Mobile,
AL 36633 251-208-7454

Labor and Material Payment Bond



GENERAL POWER OF ATTORNEY

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Harry W. Mattei, L Taylor Beville, M Harland Ison, Jr., Peyton L. Mattei

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Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

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My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company





Company ID Number: 710146

Approved by:

Employer J Hunt Enterprises	
Name (Please Type or Print) Kathryn G Beam	Title
Signature Electronically Signed	Date 09/11/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2013



Company ID Number: 710146

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	J Hunt Enterprises
Company Facility Address	9330 Ben Hamilton Rd Theodore, AL 36582
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	834532584
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Alabama Secretary of State



J. Hunt Enterprise General Contractors, L.L.C.	
Entity ID Number	000-489-039
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/19/2007
Registered Agent Name	HUNT, JEREMY EDWARD
Registered Office Street Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Registered Office Mailing Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Nature of Business	ANY LAWFUL ACTIVITY
Members	
Member Name	HUNT, JEREMY
Member Street Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Member Mailing Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Annual Reports	
Report Year	2020 2021 2022 2023
Transactions	
Transaction Date	06/28/2019
Incorporator/ Member/Partner Activity	HUNT, JEREMY
Transaction Date	06/28/2019
Principal Office Changed From	THEODORE, AL
Transaction Date	06/28/2019
Registered Agent Changed From	HUNT, JEREMY EDWARD 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	07/01/2019

J. Hunt Enterprise General Contractors, L.L.C.	
Agent Mailing Address Changed From	* Added
Transaction Date	07/01/2019
Registered Agent Changed From	HUNT, JEREMY EDWARD 5774 LUNDY RD THEODORE, AL 36582
Transaction Date	09/14/2020
Agent Mailing Address Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	09/14/2020
Registered Agent Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	01/19/2007 Certificate of Formation 2 pgs.
Document Date / Type / Pages	07/01/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	07/03/2019 Articles of Amendment 3 pgs.
Document Date / Type / Pages	09/14/2020 Registered Agent Change 2 pgs.

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[New Search](#)



JHUNTEN-01

ASPAULDING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2025

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Ashley Spaulding, CISR	
	PHONE (A/C, No, Ext): (251) 643-7043	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS: ashley@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Indemnity Company	23280
INSURED J. Hunt Enterprises General Contractors, LLC 9330 Ben Hamilton Road Theodore, AL 36582	INSURER B : Ascot Specialty Insurance Company	
	INSURER C : ACE American Insurance Co.	22667
	INSURER D : The Sheffield Fund	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	EPP 0588579	9/3/2024	9/3/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	EBA 0588579	9/3/2024	9/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	ESXS2410002562-02	9/3/2024	9/3/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	HDO G48955940	1/1/2025	12/31/2025	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation			600-2025-26302-00	1/1/2025	12/31/2025	Per Statute
A	Equipment Floater			EPP 0588579	9/3/2024	9/3/2025	Leased/Rented 300,000

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

Project: Tricentennial Park - Site Improvements - PR-004-23

Regarding Workers Compensation, Jeremy Hunt is an excluded officer.

Additional Insured, waiver of subrogation, and primary and non-contributory provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract. Contractual Liability coverage applies in regards to General Liability per policy terms, conditions and exclusions. 30-Day Notice of Cancellation applies in regards to General Liability per form IA 4087 09 17.

SEE ATTACHED ACORD 101

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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED J. Hunt Enterprises General Contractors, LLC 9330 Ben Hamilton Road Theodore, AL 36582	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Additional Insured, waiver of subrogation, and primary and non-contributory provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract. 30 Day Notice of Cancellation applies in regards to Auto Liability per form IA 4087 09 17.

Additional Insured and waiver of subrogation provisions apply with respect to Excess Liability, subject to form CX 00 01 04 13, if required by written contract. 30 Day Notice of Cancellation provision applies with respect to Excess Liability per policy terms and conditions.

Workers' Compensation: Waiver of subrogation in favor of certificate holder when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

**CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633-1827**

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



ENDORSEMENT ANALYSIS

Additional Insured—State or Governmental Agency or Subdivision or Political Subdivision—Permits or Authorizations (CG 20 12)

ISSUER: ISO | NUMBER: CG 20 12 | EDITION: 12 19 | STATUS: Latest Edition

 [View Form](#)

The Additional Insured—State or Governmental Agency or Subdivision or Political Subdivision—Permits or Authorizations (CG 20 12 12 19) endorsement adds as an insured any governmental agency or political subdivision that grants a permit to the named insured to perform some work or to conduct some activity. For example, the organization that sponsors a carnival may be required to add the state or political subdivision to its commercial general liability policy as an additional insured in order to protect the government against liability imputed to it because of the named insured's acts or omissions. The protection granted to an additional insured must be directly related to the named insured's activity that necessitates the permit.

The additional insured under endorsement CG 20 12 is not protected with respect to bodily injury, property damage, or personal and advertising injury arising out of operations performed for the state or municipality, or bodily injury or property damage within the products-completed operations hazard. What protection is provided, therefore, is limited to operations while in progress.

One case that dealt with the provisions of this endorsement is *Scottish & York Int'l Ins. Group v. Ensign Ins. Co.*, 709 P.2d 397 (Wash. Ct. App. 1985). An individual was seriously injured as a result of a dive into the Columbia River. The incident took place in Columbia Park in the state of Washington. At the time of the incident, an organization, Tri-Cities Water Follies Association, Inc., had a short-term lease of the park from Benton County for the annual water follies celebration. Added to the Association's policy was an endorsement naming the county as an additional insured and covering it for "operations performed by or on behalf of the named insured for which the state or political subdivision has issued a permit." When the county was sued and sought protection from the Association, the latter's insurer denied the defense and coverage even though the county was an additional insured. The court agreed that the Association's insurer was not obligated to protect the county because the injuries as alleged had nothing to do with

operations performed by or for the Association. In other words, swimming in the river was not an activity or operation of the Association. The county, therefore, could not look to the Association's insurance for protection.

The current edition of CG 20 12 contains provisions regarding limitations on additional insured coverage that may be imposed by law and limits coverage to the scope and amounts of insurance requested in the contract with the additional insured. These provisions were added to a number of standard additional insured endorsements as part of the 2013 revision of Insurance Services Office, Inc., forms; they are discussed in detail as part of the [annotation of CG 20 10](#).

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CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5460



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize inter-governmental Agreement with Mobile County Commission for renovation of the Vernon Crawford Law Office

Amount of Contract:

500,000.00

Funding Source

C1040

ATTACHMENTS:

1. Resolution Vernon Crawford Law Office
2. Intergovernmental Agreement between MCC and COM for Vernon Crawford Law Office instead of swimming pool renovation
3. Vernon Crawford Law center - New Project Budget Transfer Form 2025.8

REVIEWERS:

Lana Gauthier
Scott Collins
Brenda Rhodes
James Barber

RESOLUTION

SPONSORED BY : COUNCILMEMBER WILLIAM CARROLL

WHEREAS on November 19, 2024 the Mobile City Council approved resolution 01-1113 authorizing the Mayor and City Clerk to execute and attest, respectfully, for and on behalf of the City of Mobile an Intergovernmental Agreement with the Mobile County Commission for renovations to a recreational area for public use, more specifically the swimming pool facilities located at 1303 Dr. Martin Luther King, Jr. Avenue, Mobile, Alabama, the former site of the Joe Radford Thomas Recreation Center whereby the City of Mobile was authorized to appropriate to Mobile County the amount of \$500,000.00 as more fully set out in the approved Intergovernmental Agreement,

AND WHEREAS, the Mayor and City Clerk did execute said Intergovernmental Agreement on November 21, 2024,

AND WHEREAS, after the City and County executed said Intergovernmental Agreement, the Franklin Primary Health Center of Alabama decided not to move forward with the project such that the County and The City agreed to reallocate the funding for the pool renovation to another project, specifically the renovation of the Vernon Crawford Law Office.

AND WHEREAS, Mobile County rescinded the above referenced Intergovernmental agreement and voted to reallocate the funding from the City of Mobile to the renovation of the Vernon Crawford Law Office,

AND WHEREAS, the City Council desires to reallocate the funds originally designated for the Joe Radford Thomas Recreation Center swimming pool to the renovations of the Vernon Crawford Law Office,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Intergovernmental Agreement Between the Mobile County Commission and the City of Mobile for Renovations to a Recreational Area for Public Use, executed by the City of Mobile on November 21, 2024 and by the Mobile County Commission on December 9, 2024 be and hereby is rescinded and

the \$500,000.00 that was the subject of said Agreement will be appropriated to Mobile County and allocated for the planning, management, construction and oversight of the Renovations to the Vernon Crawford Law Office.

The Mayor and City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City of Mobile an Intergovernmental Agreement with the Mobile County commission for the Renovation of the Vernon Crawford Law Office as more fully set out in the Intergovernmental Agreement attached hereto and made a part thereof as though set forth in full.

A copy of said Intergovernmental Agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR RENOVATIONS TO THE VERNON CRAWFORD LAW OFFICE
7-28-25 (11)

WHEREAS, Mobile County, Alabama (“County”), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor (“City”), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and,

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements and the County and the City wish to enter into an agreement to facilitate the implementation of the Mobile Civil Rights and Cultural Heritage District Master Plan, including certain renovations to the Vernon Crawford Law Office located at 1407 Dr. Martin Luther King, Jr. Avenue, Mobile Alabama 36603 (Project Site). The Project Site is a culturally and historically significant property, that will showcase Mr. Crawford’s advocacy and his contributions to the Civil Rights movement in Mobile and their long-lasting impact on Alabama and the United States; and

WHEREAS, the City wishes the County to engage appropriate contractors to plan, manage, construct and oversee the renovations, upgrades and/or improvements for the Project Site and the City wishes to provide support and funding as to the County’s efforts and services; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the project.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City (“Parties”) enter into the following mutual agreement:

1. That on December 9, 2024, the County and the City entered into an Intergovernmental Agreement wherein the City was to provide \$500,000.00 in funding for a pool renovation project at the former Radford Thomas Recreation Center, a property owned by Franklin Primary Health Center of Alabama.

2. That after the execution of the 2024 Intergovernmental Agreement, Franklin Primary Health Center of Alabama decided not to move forward with the project such that the County and the City agreed to reallocate the funding for the pool renovation to another project for the renovation of the Vernon Crawford Law Office.

3. That on July 28, 2025, the County rescinded the above-referenced 2024 Intergovernmental Agreement and voted to reallocate the funding from the City to the renovation of the Project Site in lieu of the proposed pool project.

4. That the City will appropriate the County the sum of \$500,000.00 ("Funds") for the planning, management, construction and oversight for the Project Site as provided herein.

5. That the County agrees to utilize the Funds solely for the purposes identified herein. These funds shall supplement, not supplant, any contribution from the County.

6. That the funds will be disbursed in a single payment of Five Hundred Thousand Dollars and 00/00 (\$500,000.00), upon full execution of this Agreement by the Parties.

7. That the Parties agree the County and City will be proportionately represented as contributors/sponsors of the improvements to the Project Site in all media forums, advertising, signage, websites, social media, print media, including brochures and programs and in any other way the Project Site is promoted.

8. Nothing in this Agreement obligates the City to provide any future funding for the Project Site, absent an Amendment agreed-upon, and executed by, both Parties.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the

date or dates set out below the signature of their duly authorized representatives.

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

New Project Set-Up Form

CIP project 1040

Date Requested: 8/6/2025

Name of Project (Max 30 Characters) VERNON CRAWFORD LAW CENTER MOBILE COUNTY

Dept Name PROGRAMS : PROJECT MANAGEMENT Dept # 2045

Description of Project (What is being done?):

Purpose: (Why is this being done?) TO PERFORM RENOVATION WORK ON THE VERNON CRAWFORD LAW CENTER IN PARTNERSHIP WITH MOBILE COUNTY

Comments:

Council District: ~~Select Item~~ DISTRICT 2

Project Classification: (Check categories that apply) ☒ Capital Improvement ☐ Maintenance/Repairs

Description of Capital Improvements

- ☐ Project Costs exceed \$20,000
- ☐ Creating an addition, expansion
- ☐ Rebuilding property after the end of its economic useful life.
- ☐ Extending the useful life
- ☐ Enhancing the value of the property
- ☐ Repurposing building

Examples of Capital Improvements

- ☐ New HVAC, Heating and Ventilation
- ☐ Major Plumbing and Electrical upgrades
- ☒ New/Major Facility Upgrades/New Roof
- ☐ Fire Protection or Security System
- ☐ New Escalators and Elevators
- ☐ New Fencing or Parking Lots
- ☐ Golf Courses, Swimming Pools, tennis courts and basketball courts
- ☐ New Buildings/Stadiums/Comm Centers
- ☐ New Fountains/Retaining Walls

Description of Maintenance/Repairs

- ☐ Improvements that "keep" property in efficient operating conditions
- ☐ Restores the Property to its previous condition
- ☐ Routine maintenance
- ☐ Minor Repair to property

Example of Maintenance

- ☐ Painting
- ☐ Repairing Roof Leaks
- ☐ Patching floors, windows, walls
- ☐ Replacing worn out or broken components of an HVAC system
- ☐ General Repairs to Fountains, fencing, elevators, security sys, pools, retaining walls, etc.
- ☐ Replacing carpet

Requested by: JASMINE WASHINGTON

Authorized by:

New Project # (Assigned by Capital)

Project # C1040

Revised 5/11/2022 Relya McMillian
Form #: 2500-FN-001

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM JASMINE WASHINGTON DEPT. 2045

DATE OF REQUEST: 8/06/2025

BUDGET TRANSFER: ☒ (from one project to another)

DISTRICT#: Select Item. DISTRICT 2

REQUEST: Please transfer \$ 500,000

FROM CAPITAL PROJECT#: SPEC 02 FUNDING TYPE: Select One

CAPITAL PROJECT NAME: CIP D2 2023 CIP HOLD

DEPT. PROJECT#: ~~2025-2045-003~~

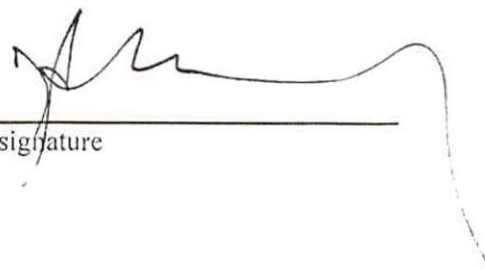
TO CAPITAL PROJECT#: CIP 1040 FUNDING TYPE: Select One

PROJECT NAME: VERNON CRAWFORD LAW CENTER MOBILE COUNTY

DEPT. PROJECT#: 2025-2045-03

PURPOSE: TO PERFORM RENOVATION WORK ON THE VERNON CRAWFORD LAW CENTER IN PARTNERSHIP WITH MOBILE COUNTY


Employee signature


Approval signature

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: ^{CIP} VERNON CRAWFORD LAW CENTER MOBILE COUNTY

CAPITAL PROJECT # C1040 DATE OF RECEIPT 8/6/2025

DEPT. PROJECT # 2045

PROJECT DESCRIPTION

TO PERFORM RENOVATION WORK ON THE VERNON CRAWFORD LAW CENTER IN PARTNERSHIP
CONTRACT AMOUNT \$500,000 W/MOBILE COUNTY

VENDOR NAME MOBILE COUNTY

VENDOR NUMBER 293992

DEPT # 2045 DEPT NAME PROGRAMS: PROJECT MANAGEMENT

CONTRACT ADMINISTRATOR JASMINE WASHINGTON

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

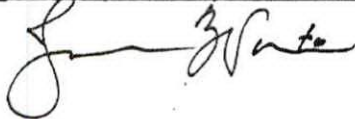
RETAINAGE INFORMATION:

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: JASMINE WASHINGTON Date 8/6/2025



Revised 5/16/2022 Tiffany Hollins



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Implement the NexGen 311 Citizen portal and mobile application product that will integrate with the city's NexGen work order system and Enterprise Permitting & Licensing system.

Amount of Contract:

\$150,050

Funding Source

1000.10.23.5000.5000.5000.0000.0000.42115.

Org 10045000 Obj 42115

ATTACHMENTS:

1. Resolution
2. Addendum

REVIEWERS:

Scott Kearney

Scott Kearney

Scott Collins

Cherlina Monteiro

James Barber

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, an addendum to the NEXGEN Asset Management Software License Agreement, by and between the City of Mobile and NEXGEN Utility Management, Inc., in the amount of \$150,050, as outlined in the addendum attached hereto and made a part hereof as though set forth in full.

A copy of said addendum is on file in the Office of the City Clerk.

Adopted:

City Clerk

ADDENDUM TO AGREEMENT
NEXGEN ASSET MANAGEMENT SOFTWARE LICENSE AND SERVICE

THIS ADDENDUM No. 2 to AGREEMENT (this "Addendum") is entered into on this _____, 2025 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and NEXGEN Asset Management. ("NEXGEN").

RECITALS

- A. NEXGEN and the City entered into that certain Agreement for software licenses and services, on November 9, 2021 (the 'Agreement') for Enterprise Asset Management and Work Order tracking.
- B. ADDENDUM No. 1 was executed on July 18, 2023, to increase the number of user licenses
- C. The City will complete the second year of its five year agreement on June 30, 2025.
- D. The City desires NEXGEN to add to their existing City software services a customized 311 Service Request Portal that integrates with NEXGEN's existing software and provides more seamless, efficient, and user-friendly intake, processing, and tracking of service requests.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. NEXGEN will customize, create, migrate City data to, and implement a 311 Service Request portal as outlined in Exhibit A "Scope of Work" attached hereto.
- 2. The NexGen Custom 311 Service Request Portal and mobile application will be licensed during the remaining three years of the current five year term agreement (as amended).
- 3. The City will pay NEXGEN an additional \$20,000 in addition to the City's previously contracted annual license fee at the next annual fee payment date on or about April 23, 2025. At year 4's annual license fee payment date, the City will pay an additional \$21,000, in addition to the City's previously contracted annual fee amount. At year 5's annual license fee payment date, the City will pay an additional \$22,050, in addition to the City's previously contracted annual fee amount. The total additional annual license fees for years three through five of the agreement will total **\$63,050** as outlined in Exhibit B "Annual Maintenance and Service Fees" attached hereto.

4. The City will pay NEXGEN a one-time fee of \$40,000.00, for implementation of the Custom 311 Service Request Portal Mobile application including feature enhancements and data migration. This fee will be paid upon successful completion of the work.
5. The City will pay NEXGEN a one-time fee of \$47,000.00 for development of an API integration between the NexGen Custom 311 and the City's Tyler Technologies EnerGov Permitting and Land Management system . This fee will be paid upon successful completion of the work.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

NEXGEN Asset Management

Signed:  _____

Name: Vincent Yee

Title: President

ACKNOWLEDGEMENT

The State of _____ }

_____ County }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of NEXGEN, 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.

Given under my hand this the _____ day of _____, 20__

(Seal)

SEE ATTACHED
NOTARIAL WORDING

Notary Public

The City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor
Date: _____

Attested: _____
Lisa Lambert
City Clerk
Date: _____

Exhibit A: Scope of Work

Task 1. Project Management	
Objectives	The purpose of this task is to manage the project within schedule, budget and delivery.
Assumptions	1) The City will provide a project management/coordinator to work with City staff to coordinate meetings and tasks. 2) NEXGEN will provide and manage the project in zoho.com, a project management web tool.
Activities	1) NEXGEN's project delivery approach will plan, schedule and deliver the project on schedule and within budget. 2) Project work plan with scope, deliverables and schedule. 3) Project chartering and kickoff meeting. 4) Weekly communication with project team to track project delivery tasks, deliverables and schedules.
Deliverables	• Project Kickoff Meeting. Project Status Monitoring & Progress Reporting • Project work plan with tasks and schedules. • Project delivered within budget and schedule. • Meeting agendas, minutes and action items.
Task 2. 311 New Feature Development	
Objectives	The purpose of this task is for NEXGEN to develop the NEXGEN 311 feature enhancements listed below under the assumption one and flush out the details of the enhancement requests under assumption two below.
Assumptions	1) Approved Feature Enhancement Requests include: a) Two separate web portals (Internal for staff and External to be public-facing). Each portal will have a unique visible category list. b) Ability to separate internal comments and external (public) comments on the NEXGEN user interface. c) Advanced keyword search when creating a service request. This includes adding a keyword search for a service request type, eliminating the need for the citizen to know which category to drill down for the correct service request assignment.

	d) Automated notification to citizen if service request has had no activity for a set period. 2) Additional Feature Enhancement Requests that are still in the NEXGEN approval process. The purpose of this line item is to document the additional feature enhancement requests from the City that are not guaranteed to be part of the initial launch of the citizen-facing 311 desktop portal and mobile application. The requests listed below still need to have more detail documented regarding the workflow and sample use cases. a) Steps to prevent duplicate service request entries – i.e. streetlight out. The workflow of this request needs to be detailed out and documented before the feature can be created. Currently, NEXGEN 311 does not stop someone from submitting multiple requests for the same issue. b) 311 Request by Council District. This request will automatically add the Council District to the SR inside NEXGEN based on the GIS location of the submitted service request.
Activities	1) NEXGEN to coordinate with City on enhancement details. 2) Features to be built, tested, and approved in test environment before being promoted to production environment.
Deliverables	• Features listed in assumption one to be deployed with the initial launch of the City-branded 311 portal and mobile application. • Features listed in assumption two to be flushed out with more detail including workflow and example use cases.
Task 3. City-Branded Customer Service Request Portal and Mobile Application	
Objectives	The purpose of this task is to customize the 311 Portal & Mobile Application to the City's specific brands, colors and logos.
Assumptions	1) The City's Customer Service and Communications Teams will work with NEXGEN to provide the NEXGEN 311 Service Request Portal and Mobile Application. 2) Initial configuration and testing will be completed on a test site.
Activities	1) Customize the NEXGEN 311 Mobile Application to the City's brand, logo and colors. 2) Coordinate with City Project and Communications Team. 3) Test 311 Service Request Portal and Mobile Application.

	4) Upload Mobile Applications on iOS and Android stores. 5) Deploy 311 Service Request Portal and Mobile Application.
Deliverables	• City-branded 311 Customer Service Request Web Portal and Mobile Application • Virtual resources, documented configuration user guides, and reference material upon conclusion.
Task 4. Data Migration from RockSolid	
Objectives	The purpose of this task is to migrate current Citizen Portal SR history from RockSolid into NEXGEN.
Assumptions	1) The City's Customer Service and Communications Teams will work with NEXGEN to provide the NEXGEN 311 Service Request Portal and Mobile Application. 2) Initial configuration and testing will be completed on a test site.
Activities	1) The City to confirm data to be migrated from RockSolid into NEXGEN. 2) NEXGEN to migrate service request and customer information from RockSolid into NEXGEN.
Deliverables	• RockSolid service request and customer data migrated into NEXGEN.
Task 5. EnerGov Integration	
Objectives	The purpose of this task is to provide an automated integration of NEXGEN 311/Service Requests and the City's EnerGov system.
Assumptions	1) Permitting and code enforcement data will be bi-directional between NEXGEN and EnerGov. 2) NEXGEN will build and maintain all code necessary to integrate the EnerGov data based on the field mapping and requirements documentation. 3) NEXGEN to EnerGov integration will have similar functionality as the current RockSolid to EnerGov integration.
Activities	1) NEXGEN will push permitting and code enforcement related service requests to EnerGov via an API. Status updates and comments will pass between the two systems to keep citizens updated on the status of their code case. 2) NEXGEN to complete requirements and document, then approve via sign off with The City. 3) NEXGEN to generate test scripts/scenarios that outline the use cases of the integration.

	4) NEXGEN and City to participate in testing until all agreed upon use cases are passed. 5) NEXGEN to promote integration to production site once approved.
Deliverables	• EnerGov integrated with NEXGEN.

Implementation Services Costs (One-Time Fee)

Implementation Task	Cost (\$)
1. Custom 311 Service Request Portal & Mobile Application a. Project Management b. 311 New Feature Development c. City-Branded 311 Service Request Portal and Mobile Application d. Data Migration from RockSolid	\$40,000
2. EnerGov Integration (Repurposed from RockSolid Re-write Scope)	\$47,000
Implementation Services Total =	\$87,000

Exhibit B: Annual Maintenance and Service Fee

SaaS Modules	Concurrent Licenses	Annual Maintenance and Service Fee				
		Year 1	Year 2	Year 3	Year 4	Year 5
Custom 311 Service Request Portal	Unlimited	-	-	\$20,000	\$21,000	\$22,050
		Total				\$63,050



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:		
	PHONE (888) 242-1430 (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED NEXGEN ASSET MANAGEMENT, NEXGEN ASSETS LLC 4010 LENNANE DR SACRAMENTO CA 95834-2948	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Hartford Underwriters Insurance Company		30104
	INSURER B : Hartford Fire Insurance Company		19682
	INSURER C : Hartford Fire and Its P&C Affiliates		00914
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	X	65 SBA BB8LMZ	06/18/2024	06/18/2025	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
							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:							
A	AUTOMOBILE LIABILITY			65 SBA BB8LMZ	06/18/2024	06/18/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)					
A	☒ UMBRELLA LIAB EXCESS LIAB	☒ OCCUR CLAIMS-MADE		65 SBA BB8LMZ	06/18/2024	06/18/2025	EACH OCCURRENCE	\$4,000,000
	DED	RETENTION \$ 10,000	AGGREGATE				\$4,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	65 WEC RU4904	06/18/2024	06/18/2025	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	FailSafe Technology Errors or Omissions Liability			65 SBA BB8LMZ	06/18/2024	06/18/2025	Each Wrongful Act Aggregate Limit	\$3,000,000 \$3,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDERCity of Mobile
651 CHURCH ST
MOBILE AL 36602**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY USAA INSURANCE AGENCY INC/PHS		NAMED INSURED NEXGEN ASSET MANAGEMENT, NEXGEN ASSETS LLC 4010 LENNANE DR SACRAMENTO CA 95834-2948
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL0000, attached to this policy. Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy.

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, an addendum to the NEXGEN Asset Management Software License Agreement, by and between the City of Mobile and NEXGEN Utility Management, Inc., in the amount of \$153,013, as outlined in the addendum attached hereto and made a part hereof as though set forth in full.

A copy of said addendum is on file in the Office of the City Clerk.

Adopted: JUL 18 2023

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk

**ADDENDUM TO AGREEMENT
NEXGEN ASSET MANAGEMENT SOFTWARE LICENSE AND SERVICE**

THIS ADDENDUM No. 1 to AGREEMENT (this "Addendum") is entered into on this 21st day of February, 2023 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and NEXGEN Asset Management. ("NEXGEN").

RECITALS

- A. NEXGEN and the City entered into that certain Agreement for software licenses and services, on November 9, 2021 (the 'Agreement').
- B. The Agreement included:
 - a. 200 concurrent user licenses in Exhibit 3 Service Fees.
 - b. Five days (40 hours) of pre-deployment user training on-site in Exhibit 1 Scope of Work, Implementation Task 7 Training & Post Support and Exhibit 3 Service Fees.
 - c. An implementation completion date of November 9, 2022, twelve months from the date of the Agreement signature as stated in Exhibit 1 Scope of Work, Implementation Task 1 Project Management and Exhibit 1 Scope of Work, Implementation Schedule.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. The number of user licenses will be increased from 200 to unlimited users with a 9TB storage and 90GB/month data transfer limits for an additional annual recurring fee of \$20,000 in Year 1. The annual recurring fee can increase no more than 5% a year for each of the remaining years of the Agreement's five year term.
- 2. NEXGEN will provide an additional 5 days (40 hours) of pre-deployment training to end users by two trainers for an additional one-time fee of \$32,500. NEXGEN will provide all training materials.
- 3. The implementation completion date will be extended to April 24, 2023, for an additional one-time fee of \$10,000. Any extension past this date will incur a cost of \$10,000 per additional month.
- 4. The additional one-time and recurring fees included in this Addendum will increase the total cost of the Agreement's five year term by \$153,013 from \$1,551,747 to \$1,704,760.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

NEXGEN Asset Management

Signed: 

Name: Vincent Yee

Title: President

ACKNOWLEDGEMENT

The State of _____ }
_____ County }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of NEXGEN, 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.

Given under my hand this the _____ day of _____, 20__

(Seal) **SEE ATTACHED
NOTARIAL WORDING**

Notary Public

The City of Mobile, Alabama

By: 
William S. Stimpson
Mayor

Attested: 
Lisa Lambert
City Clerk

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

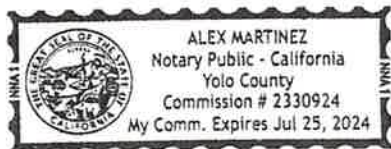
County of Yolo

On February 21, 2023 before me, Alex Martinez, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Vincent Yee
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Alex Martinez*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Addendum to Agreement Nexgen Asset Management Software License And Service

Title or Type of Document: _____

Document Date: 02/21/2023 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

21 . 9 9 2

2021

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 NEXGEN Utility Management, Inc. for provision of software products and services in support of Public Works' work order and asset management processes, for five years from the date of approval, in the amount of \$1,551,747, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted: NOV 09 2021

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk

NEXGEN Asset Management Software License Agreement

This Agreement, effective as of Nov. 9, 2021, ("Agreement") is between NEXGEN Utility Management, Inc. ("NEXGEN"), and City of Mobile ("LICENSEE"), a Municipal Corporation of the State of Alabama with an office at 205 Government Street, Mobile, AL 36602-0001.

RECITALS

Whereas, NEXGEN owns certain software programs, referred to collectively as the NEXGEN Asset Management® (NEXGEN AM) products; Whereas, LICENSEE desires to use those programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property contained in the programs.

Now, therefore, NEXGEN and LICENSEE agree as follows:

1. DEFINITIONS

"Program(s)" means the object code version of the software programs and related documentation provided by NEXGEN to LICENSEE at any time under terms of this agreement.

"Users" means the number of users (i.e., the number of users using the Program at one time) permitted to use a Program.

"Domains" means the number of individual database setups that can be accessed by a Program.

2. LICENSE GRANT

- **License of Program(s).** Subject to the terms and conditions of this Agreement NEXGEN grants LICENSEE a nonexclusive, nontransferable license to use the object code version of the Program(s) during the term of this Agreement.
- **Limited Grant.** Except as expressly set forth in this Section 2, NEXGEN grants and LICENSEE receives no right, title or interest in or to the Program(s) or any other deliverables provided by NEXGEN in connection with this Agreement.

3. LICENSE RESTRICTIONS

- **No Reverse Engineering.** LICENSEE will not disassemble, decompile, reverse analyze, or reverse engineer the Program(s).
- **No Modification.** LICENSEE will not modify the Program(s).
- **No Copying.** LICENSEE will not copy the Program(s), in whole or in part.
- **No Third Party Use.** LICENSEE will not use the Program(s) in any manner to provide services to any third parties.

4. PROPRIETARY RIGHTS

- **NEXGEN Property.** The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of NEXGEN.
- **Proprietary Notices.** LICENSEE will not delete or alter any copyright, trademark, and other proprietary rights notices of NEXGEN and its licensors appearing on the Program(s). LICENSEE agrees to reproduce such notices on all copies it makes of the Program(s).

5. CONFIDENTIAL INFORMATION

- **Definition.** "Confidential Information" refers to: (i) the Program(s), including, but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of NEXGEN, including but not limited to any information relating to NEXGEN's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information designated by NEXGEN as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (iv) the terms and conditions and existence of this Agreement.
- Confidential Information will not include information that: (i) is in or enters the public domain without LICENSEE's breach of this Agreement; (ii) LICENSEE receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) LICENSEE develops independently, which it can prove with clear and convincing written evidence; or (iv) was known to the LICENSEE prior to the time it was disclosed.
- **Confidentiality Obligations.** LICENSEE agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures LICENSEE uses to maintain the confidentiality of its own information of equal importance.
- **Injunctive Relief.** LICENSEE acknowledges that NEXGEN is a beneficiary of this Agreement and is specifically a beneficiary of this Section. LICENSEE further acknowledges that the Confidential Information of NEXGEN includes trade secrets of NEXGEN, the disclosure of which would cause substantial harm to NEXGEN that could not be remedied by the payment of damages alone. Accordingly, LICENSEE agrees that NEXGEN will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.
- LICENSEE may disclose NEXGEN's Confidential Information to the extent that it is required under Alabama public records law or a court or other governmental body orders such Confidential Information disclosed by the LICENSEE, provided

that the LICENSEE promptly notifies the NEXGEN of such order and provides NEXGEN with notice and opportunity to contest it, if possible. This Section does not intend to grant the LICENSEE any ownership interest or license or right to any intellectual property rights of the NEXGEN. The parties acknowledge that the LICENSEE is a government entity and subject to the Alabama Open Records Law (Code of Alabama 1975, § 36-12-40.). Notwithstanding anything contained herein to the contrary, the LICENSEE shall not be responsible to NEXGEN for any disclosure of Confidential Information pursuant to the Act or pursuant to the LICENSEE's public records act laws, rules, regulations, instructions or other legal requirement.

6. CUSTOMER DATA

- **Definition.** All data supplied by or on behalf of the LICENSEE in connection with the LICENSEE's use of the software under this Agreement shall be defined as "Customer Data." The LICENSEE will be responsible for the accuracy and completeness of all Customer Data provided to NEXGEN. The LICENSEE shall retain exclusive ownership of all Customer Data and such Customer Data shall be deemed to be the LICENSEE's Confidential Information, as set forth in Section 5 of this Agreement.
- **Maintenance of Customer Data.** NEXGEN 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 NEXGEN.
- **SOL Backups.** NEXGEN shall provide LICENSEE with a SQL backup of LICENSEE's data each year during the Term, at no extra charge, provided LICENSEE supplies an SFTP server, or similar device, to automate the transfer process. LICENSEE shall be responsible for reporting errors in the transfer.

7. SECURITY

- NEXGEN will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access or disclosure. NEXGEN will maintain a comprehensive information security program to protect NEXGEN Cloud Services and Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, NEXGEN shall maintain an Information Security Management System ISO/IEC 27001:2013 certification for NEXGEN Asset Management.
- **Notification.** NEXGEN will promptly, and not later than within 24 hours of discovery by NEXGEN, notify the LICENSEE of any loss, damage, or unauthorized access of Customer Data.

- **WITHIN U.S.** NEXGEN shall not transmit any Customer Data to any entity or individual outside the United States.

8. MAINTENANCE AND SUPPORT

Maintenance or support is provided assuming the LICENSEE pays the annual maintenance and support fees in advance. Any new versions or modules of software provided to LICENSEE are automatically licensed according to provisions of this Agreement.

9. LIMITATIONS OF LIABILITY

Indemnification. NEXGEN shall indemnify, defend and hold harmless LICENSEE and its elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses arising from or in connection with NEXGEN's wrongful acts or negligence in performance under this agreement.

10. TERM AND TERMINATION

- **Term.** This Agreement shall be for the period of five years from the effective date above.
- **Non-Appropriation & Termination.** If LICENSEE should not appropriate or otherwise make available funds sufficient to annual hosting service fees for products set forth in this Agreement, LICENSEE may unilaterally terminate this Agreement only upon sixty (60) days written notice to NEXGEN. LICENSEE may terminate this Agreement for cause in the event NEXGEN does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from LICENSEE. Notwithstanding any other provisions of the Agreement, the LICENSEE shall have the absolute right to terminate this Agreement without cause upon giving sixty (60) days written notice to NEXGEN.
- Upon any termination of this Agreement, LICENSEE shall pay NEXGEN for all services and products delivered and expenses incurred prior to the date NEXGEN received LICENSEE's notice of termination including annual service fees.
- **Effect of Termination.** On termination or expiration of this Agreement, LICENSEE will immediately return to NEXGEN or (at NEXGEN's request) destroy all copies of the Program(s) in its possession or control, and an officer of LICENSEE will certify to NEXGEN in writing that it has done so. In addition, NEXGEN shall provide LICENSEE with a SQL backup file of LICENSEE's most recent data within thirty (30) calendar days of such termination or expiration, for no additional cost. NEXGEN will provide transition services to the LICENSEE in connection with the transfer of hosting of the Software to a third party or to the LICENSEE's site. The LICENSEE shall be charged a reasonable service fee for such services, based on time and materials.

- **Survival.** The provisions of Sections 4 (Proprietary Rights) and 5 (Confidential Information) will survive termination of this Agreement for any reason.
- **Nonexclusive Remedy.** The exercise by NEXGEN of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11. GENERAL PROVISIONS

- **Assignment.** The parties shall not assign this Agreement, and any attempted assignment shall be void.
- **Modifications.** This Agreement may only be modified, or any rights under it waived, by a written document executed by NEXGEN and LICENSEE.
- **Conflicting Terms.** Purchase orders or similar documents relating to the Program(s) will have no effect on the terms of this Agreement.
- **Notices.** All notices under this Agreement will be deemed given when delivered personally or sent by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

For NEXGEN:

Vincent Yee, P.E.
President
4010 Lennane Drive
Sacramento, CA 95834

For the LICENSEE:

Scott Kearney
Chief Technology Officer
651 Church St
Mobile, Alabama 36602

- **Severability.** If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.
- **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- **Force Majeure.** Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and

governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

- **Assignment.** Neither party shall assign this agreement and its rights and obligations under this agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.
- **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.
- **Anti-Boycott.** NEXGEN 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.
- **Anti-Discrimination.** NEXGEN 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.
- **Insurance.** For the term of this Agreement, NEXGEN shall acquire and maintain in full force and effect General Liability, Worker's Compensation, Automobile Liability, and Professional Liability or Errors and Omissions Liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama.
- **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.

- **Entire Agreement.** This Agreement, together with its Exhibits and any appendices or other attachments hereto, constitute the entire agreement between the parties in relation to this subject matter. The terms of this Agreement shall supersede the terms of any correspondence or oral agreements or understandings reached between NEXGEN and the LICENSEE up until the date of this Agreement, including without limitation any prior Confidentiality and Nondisclosure Agreements. This Agreement may not be modified except in writing signed by a duly authorized representative of both parties.
- **Contract Documents.** This Agreement includes the following exhibits:
 - Exhibit 1 – Scope of Work
 - Exhibit 2 – Service Level Agreement
 - Exhibit 3 – Service Fees
 - Exhibit 4 – Certificates of Insurance
 - Exhibit 5 – Information Systems Security Certificate

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

NEXGEN Utility Management, Inc.
(NEXGEN Asset Management)

LICENSEE (City of Mobile)

By: Vincent Yee
Vincent Yee (Oct 21, 2021 14:06 PDT)

By: William S. Stimpson

Name: Vincent Yee, P.E.

Name: William S. Stimpson

Title: President

Title: Mayor

Date: 10/21/2021

Date: 11/16/21

ATTEST: Lisa C. Stimpson
City Clerk

Exhibit 1: Scope of Work

Implementation

Task 1. Project Management	
Objectives	Manage the project within schedule, budget, and delivery.
Assumptions	1) City will provide a project management/coordinator to work with City staff to coordinate meetings and tasks. 2) NEXGEN will provide and manage the project in zoho.com, a project management web tool. 3) The project will be completed within 12 months from the date of the Software License Agreement signature.
Activities	1) NEXGEN's project delivery approach will plan, schedule, and deliver a benchmark project on schedule and within budget. 2) Project work plan with scope, deliverables and schedule. 3) Project chartering and kickoff meeting. 4) Lead weekly communication with project team to track project delivery tasks, deliverables and schedules. 5) 12 Monthly invoices and progress reports.
Deliverables	1) Project work plan with tasks and schedules. 2) Monthly invoices & progress reports. 3) Meeting agendas, minutes and action items.
Task 2. User Requirements	
Objectives	Assess City's AM user requirements and map business processes to be used for configurations.
Assumptions	1) City will allocate time with Asset Management Team and User Groups to meet to identify user requirements and develop business process maps. 2) City will provide as-is and to-be business process maps for specific workflows.
Activities	1) NEXGEN will meet with users (specific to AM functionalities) to identify functional requirements of AM, based on their user needs. Desired functionalities of AM will drive the configurations. Separate user requirements meetings and requirement documents for Trash/Garbage & Litter, Public Services Maintenance, Urban Forestry, Fleet / Motor Pool, Engineering, Traffic Engineering, Electrical, Environmental, Facilities Maintenance, Building Services, and Parks Maintenance & Special Events. 2) Document the City's AM functional requirements & acquire validation from Trash/Garbage & Litter, Public Services Maintenance, Urban Forestry, Fleet /

	Motor Pool, Engineering, Traffic Engineering, Electrical, Environmental, Facilities Maintenance, Building Services, Parks Maintenance & Special Events. 3) Work with and utilize City provided as-is and to-be business process maps for workflows that are required to support the functional requirements for Trash/Garbage & Litter, Public Services Maintenance, Urban Forestry, Fleet / Motor Pool, Engineering, Traffic Engineering, Electrical, Environmental, Facilities Maintenance, Building Services, and Parks Maintenance & Special Events. 4) Review existing data and develop a data upload plan.
Deliverables	1) Technical memorandum summarizing the City's AM user requirements.
Task 3. Data Migration	
Objectives	Migrate the City's Tyler EAM asset, work order, and service request data into NEXGEN AM and Tyler 311 service requests into NEXGEN 311.
Assumptions	1) City will provide vertical asset inventory data from existing Tyler EAM system. Any other assets that are not in EAM will be provided in a spreadsheet format arranged by locations and classes. The provided asset information will include the following: a) Asset hierarchy b) Asset name and number c) GIS ID d) Description e) Location f) Asset class/subclass g) Additional asset attributes such as relevant nameplate data h) Preventive maintenance plans, checklists, and schedules i) Useful life (UL) by asset class j) Asset Planning Data that includes Risk Scores with Asset Consequence of Failure & Likelihood of Failure k) Parent asset l) Digital files associated to an asset including photographs, manufacturer information, warranty information, standard operating procedures, engineering design/construction drawings, or other documents 2) City will provide warehouse inventory information that will include the following: a) Inventory items b) Inventory details c) Inventory counts d) Inventory locations e) Inventory categories f) Vendors

	3) City will provide all closed and open work orders and relevant attributes in a spreadsheet format from the Tyler EAM system including History of all activities, including labor, part, and equipment costs. 4) City will provide all closed and open service requests and relevant attributes in a spreadsheet format from the Tyler EAM. 5) City will provide all closed and open service requests and relevant attributes in a spreadsheet format from the Tyler 311 system.
Activities	1) NEXGEN will migrate all vertical asset inventory and horizontal assets into NEXGEN AM. Horizontal assets will come from the City's GIS setup. 2) NEXGEN will migrate the City warehouse inventory with inventory, details, counts, locations, categories and vendors. 3) NEXGEN will migrate all service requests from Tyler EAM into NEXGEN AM. 4) NEXGEN will migrate all service requests from Tyler 311 into NEXGEN 311. 5) City to review and test data migrations. 6) NEXGEN to modify any necessary changes from testing results. 7) City to sign off approving the completion of the data migrations.
Deliverables	1) Populated data into NEXGEN AM and 311.
Task 4. Configure System	
Objectives	Configure the NEXGEN AM to support City's user needs, functional requirements, and asset management best practices.
Assumptions	1) City will provide completed spreadsheets for configurations that will include the following: a) Users and security groups with rights. b) Employee names, user logins, billable rates, emails and mobile numbers c) Equipment numbers, names and billable rates d) Work flows e) Notification requirements. f) Departments and divisions. g) Service request types and priorities organized by department and divisions. h) Work order types, tasks, causes and resolutions by department and divisions.
Activities	1) Configure NEXGEN AM to support the user requirements and business processes. 2) Set up user logins and security rights including integration with City's Microsoft Azure Active Directory for single sign-on (SSO). City will provide the list of employees, roles, emails, mobile phone numbers and security rights. 3) Configure resources such as employee, equipment, vendors, contractors, crews and training.

	4) Configure all pull down menus such as Work Order Type, Tasks, Cause and Resolution. Configure cascade of service request types and work order tasks to departments and divisions. City will provide the necessary configurations in a spreadsheet template that may be provided to facilitate gathering and providing that data. 5) Configure the City's preventive maintenance programs with assets, schedules, frequencies, checklists (standard operating/maintenance procedures). It is assumed that the City will provide the preventive maintenance configurations in a spreadsheet with associated checklists. 6) Setup notifications for City's work flows and business processes. Set up notifications content for alerts, emails and text messages. 7) Develop up to 5 custom reports for the City. We have assumed the formats of these reports may be slightly different than the original hardcopies. Any additional custom reports beyond the 5, will be out of scope and on an hourly cost basis. 8) Provide City with information that allows read-only, real-time, direct access to the NEXGEN AM database through standard interfaces (ODBC, SQL Server Native Client, or OLE DB and web service API calls.
Deliverables	1) Optimized configurations.
Task 5. Integration	
Objectives	Integrate NEXGEN AM with City's ESRI ArcGIS, Munis ERP, Fuel Master, and Microsoft Office.
Assumptions	1) NEXGEN will provide API for integrations based on integration requirements. 2) City will arrange meetings to gather integration requirements with City groups. 3) City will be responsible for communicating and coordinating integration efforts with 3rd party vendors. 4) City will be responsible for any API or integration costs incurred by the 3rd party vendor.
Activities	1) NEXGEN is seamlessly integrated with City's ESRI ArcGIS (GIS). We will map the layers and attributes in the GIS with NEXGEN's asset hierarchy locations and classes so updates with the GIS will automatically reflect in the NEXGEN AM software. 2) NEXGEN will integrate with the City's Tyler Munis ERP including its procurement module for inventory management and employee module for work order labor cost tracking. There will be a two-way integration using either API to pass information between the Munis ERP and NEXGEN. 3) NEXGEN AM has a two-way integration with NEXGEN 311 Service Request Portal and Mobile App. 4) NEXGEN is seamlessly integrated with Microsoft Outlook. NEXGEN creates ics Calendar that can be viewed in MS Outlook. 5) NEXGEN is seamlessly integrated with Fuel Master for fleet fuel management.

Deliverables	1) NEXGEN AM integrated with City's ESRI ArcGIS, Munis ERP, Fuel Master, and Microsoft Office.
Task 6. Testing	
Objectives	Conduct user acceptance testing and sign off.
Assumptions	1) City will identify user acceptance testing team and allocate resources for the team to test during the 2-week period. 2) City will assign a main point of contact to document user acceptance testing improvement ideas. 3) NEXGEN will provide resources during user acceptance testing to resolve any bugs or software configuration issues.
Activities	1) NEXGEN's responsibility a) Provide recommendations on testing strategy and best practices. b) List of all open issues prior to initiating UAT testing with agency with status and estimated resolution dates will be available in the Support Portal. c) Partner with the City in completing user acceptance testing and validation of system configuration to assess and confirm readiness to move to production for active use. d) Satisfactory resolution of issues identified in UAT 2) City's responsibility a) Provide input and appropriate response to vendor's request for information b) Develop user acceptance tests/use cases with acceptance in partnership with vendor c) Make appropriate users and content available to conduct and complete user acceptance testing as defined and managed per the City's testing plan d) Provide City staff a testing plan of the desktop and mobile software. Remote web training on the testing plan and process. e) Concerted effort of the City staff field testing the system during a 2-week testing period. f) Provide support to resolve any issues or questions during the 2-week testing period. g) City to sign off on the system testing upon acceptance.
Deliverables	1) User Acceptance Testing Plan 2) Acceptance Sign Off
Task 7. Training & Post Support	
Objectives	Provide pre-deployment training and post-deployment support.
Assumptions	1) City will provide training facilities. 2) City will coordinate and schedule training groups.

Activities	1) NEXGEN will be training the trainer for core users, administrative users, management users and warehouse inventory users. 2) 5 days of pre-deployment training (40 hours) on-site training. 3) 8 (1 hour/each) weekly web conference call "office hours" after deployment to provide users opportunities to ask questions, acquire additional training and support.
Deliverables	1) 5 days of pre-deployment training (40 hours) on-site training sessions with City staff. 2) 8 (1 hour) of post deployment weekly office hour support for 2 months after deployment.
Task 8. NEXGEN 311 Portal and Mobile App	
Objectives	Setup NEXGEN's 311 Service Request Portal as the City's customer service request portal for citizens.
Assumptions	1) City will work with NEXGEN to configure the NEXGEN 311 Service Request Portal and Mobile App
Activities	1) Configure NEXGEN 311 Service Request Portal. • Configure the pull-down menus to navigate through the portal. • Set up notifications for each departments or divisions. 2) Customize the NEXGEN 311 Mobile App to City's logo and colors. 3) Test 311 Service Request Portal and Mobile App. 4) Deploy 311 Service Request Portal and Mobile App
Deliverables	1) Customer Service Request Web Portal and Mobile App.
Task 9. NEXGEN Internal Customer Service Request Portal	
Objectives	Setup NEXGEN's Service Request Portal as the City's customer service request portal.
Assumptions	1) City will work with NEXGEN to configure the NEXGEN internal Service Request Portal.
Activities	1) Configure internal Service Request Portal. • Configure the pull-down menus to navigate through the portal. • Set up notifications for each departments or divisions. 2) Test Service Request Portal. 3) Deploy Service Request Portal.
Deliverables	1) Internal Customer Service Request Web Portal.
Task 10. NEXGEN AM Mobile	
Objectives	Setup NEXGEN's AM Mobile field app.
Activities	1) Configure NEXGEN AM Mobile app.

	2) Test Mobile app. 3) Deploy Mobile app.
Deliverables	1) NEXGEN AM Mobile.

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Implementation Schedule

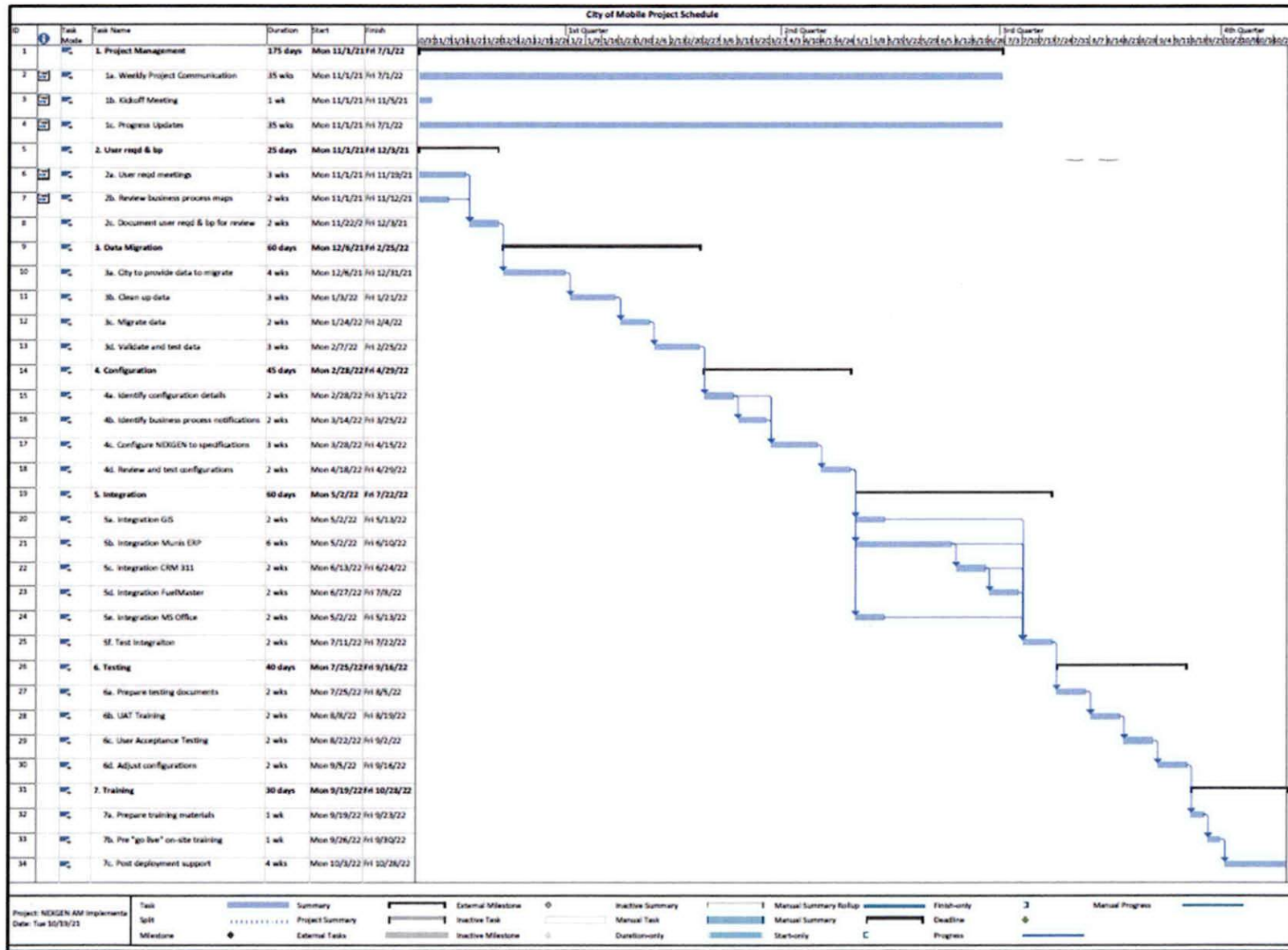


Exhibit 2: Service Level Agreement

Technical Support & Incident Management

Telephone Technical Support: NEXGEN will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., PST(1), excluding holidays observed by NEXGEN, which fall within the applicable coverage window. NEXGEN will also provide 24x7x365 online access to NEXGEN Ticketing System Portal, which contains services such as online incident logging, tracking and management, knowledge base articles, latest Software release information, and other Software Documentation.

(1)NEXGEN will provide telephone support for Severity Level's 1 and 2 (as outlined below) based on local time, in the Licensee's time zone.

Initiation of an Incident

The Licensee's Designated Help Desk Contact Person may contact NEXGEN Support via telephone, may log an incident online via NEXGEN Ticketing System Portal to initiate a Support request referred to as an "incident," or may email support@nexgenam.com. The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged with the NEXGEN Ticketing System Portal that is related to the hosted Software.

To help ensure a timely response to a Support incident, the Designated Help Desk Contact Person shall provide the following information: (a) the NEXGEN Customer Number and contact details, (b) applicable hosted Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps if any, and applicable screen shots and output examples if logging online, (e) description of the incident impact and frequency.

Assignment of Severity Levels

The Licensee's Designated Help Desk Contact Person will use reasonable business judgment to identify the severity of the Support incident according to the following severity level descriptions:

Severity Level 1 Critical Business Impact

- LICENSEE's production use of software on a primary business service, major application or mission-critical system is stopped or so severely impacted that the LICENSEE cannot reasonably continue work.
- For Severity Level 1 problems, NEXGEN will begin work on the problem within one hour of notification and handle as the highest priority until the LICENSEE is given a fix or workaround. LICENSEE resources must be made available in Severity Level 1 situations and reasonably cooperate to help resolve the issue.
- Severity Level 1 problems could have the following characteristics:
 - System hangs or crash situations
 - Software error or failure forcing a restart
 - System Data loss or data corruption

- Critical functionality not available

Severity Level 2 Significant Business Impact

- Important product features are unavailable with no acceptable workaround. LICENSEE's implementation or production use of software in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.
- Severity Level 2 problems could have the following characteristics:
 - Severely degraded performance
 - Data loading errors
 - Functionality unavailable but the system is able to operate in a restricted fashion.

Severity Level 3 Minimum Business Impact

- Product features are unavailable, but a workaround exists, and the majority of software functions are still useable. Minor function/ feature failure that the LICENSEE can easily circumvent or avoid. LICENSEE's work has minor loss of operational functionality with minimal performance degradation.
- Severity Level 3 problems could have the following characteristics:
 - Data Manipulation
 - Data Configuration
 - Solutions to third part application errors
 - Errors in existing reports

Severity Level 4 Negligible Business Impact

- Product features are unavailable but does not impact core business functions. There is no performance degradation. Cosmetic or insignificant failures that have very little impact on workflows. LICENSEE's work has very limited loss of operational functionality.
- Severity Level 4 problems could have the following characteristics:
 - Captions or labels that are incorrect
 - User interface is not optimal
 - User inquiries on software usability

Severity Level 5 Feature Request

- New feature requests for additional functionalities that are currently not in the system. These feature requests are collected and evaluated for potential future builds/ releases.
- Severity Level 5 feature requests could have the following characteristics:
 - Optimization of workflows
 - Improvements on user interface
 - Additional features
 - Additional stock reports

Incident Response/Acknowledgement

NEXGEN shall use commercially reasonable efforts to meet the Response Targets set forth below. NEXGEN must calculate Response Targets as the difference between the time an incident is appropriately logged into the NEXGEN Ticketing System Portal and the time of NEXGEN's first value-added communication. The service level metrics for NEXGEN's incident response times are as follows:

Incident Severity Level	NEXGEN Incident Response Time
1 - Critical Business Impact	Within 60 Minutes
2 - Significant Business Impact	Within 60 Minutes
3 - Minimum Business Impact	Within 60 Minutes
4 - Negligible Business Impact	Within 1 Business Day
5 - Feature Requests	Within 2 Business Days

Incident Resolution

A resolution can be, without limitation, an answer that resolves a Support incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the criticality of the Support incident. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within NEXGEN and the Licensee. The nature of this process makes providing specific target resolution times difficult. As NEXGEN progresses through the troubleshooting process in an effort to resolve the issue, NEXGEN works to provide regular updates and strives to allow Licensee to continue doing business. The service level metrics for NEXGEN's incident resolution times are as follows:

Incident Severity Level	NEXGEN Incident Resolution Time (1)(2)
1 - Critical Business Impact	Within 24 Hours
2 - Significant Business Impact	Within 48 Hours
3 - Minimum Business Impact	Within 72 Hours
4 - Negligible Business Impact	Next build
5 - Feature Requests	Will be evaluated for future builds

(1) For mobile application bugs, it may take approximately 7 days for the App Store approval process to resolve issues.

(2) Incident resolution time will vary when NEXGEN is waiting on licensee for more information on a reported incident.

Escalation

Most Support incidents are best resolved through NEXGEN's standard operating procedures. If Licensee believes that a particular Support incident requires a higher level of attention, Licensee should contact the Director of Technology and request that a Support Manager become involved. Escalation or routing of Support incidents outside of standard procedures is reserved for issues that warrant a higher degree of attention, and such escalation is not

appropriate for all Support incidents. If escalation is requested, NEXGEN will notify the appropriate Support Manager. The Support Manager will act promptly to assess the situation, contact Licensee to discuss a resolution plan, identify required resources, and implement the agreed upon resolution plan.

}

Exhibit 3: Service Fees

Service and Support Fees

The annual maintenance and support fees include all the upgrades and technical support. NEXGEN has 2 major releases a year in April and October and potentially 2-4 additional mini releases to resolve bugs and improvements.

Annual SaaS Fees

The Software-As-A-Service (SaaS) will be hosted by Amazon Web Services. The software cost will be billed when the City goes live on NEXGEN. This fee includes three environments during implementation (testing, training and live). The testing environment is used for user acceptance testing during the testing task. The training environment is used for the pre-deployment training until two months after deployment. If the LICENSEE would like to keep the training environment active beyond two months after deployment, it would cost \$1,000 per month. The live environment will be active when the project begins and will be used for all data migrations and configurations.

SaaS Modules	Concurrent Licenses	Annual Maintenance and Service Fee				
		Year 1	Year 2	Year 3	Year 4	Year 5
NEXGEN Cloud 880 (8TB/80GB)	200	\$160,000	\$168,000	\$176,400	\$185,220	\$194,481
NEXGEN 311 Service Request Portal	Unlimited	\$15,000	\$15,750	\$16,375	\$17,364	\$18,232
NEXGEN Contractor Portal	Unlimited	\$15,000	\$15,750	\$16,375	\$17,364	\$18,232
Total – Hosted Modules		\$190,000	\$199,500	\$209,150	\$219,948	\$230,945

Implementation Services Fees

Implementation	One-Time Fee
Project Management	\$61,400
User Requirements	\$58,760
Configuration	\$121,000
Testing	\$28,160
Data Migration	\$73,040
Training	\$50,320
311 Portal and Mobile App	\$25,000
Subtotal – Implementation	\$417,680
Integrations	
ESRI ArcGIS	\$19,888
Munis ERP	\$49,720
FuelMaster	\$14,916
Microsoft Office	\$0.00
Subtotal – Integrations	\$84,524
Total Implementation Services (One-Time Fee)	\$502,204

Total Cost

Description	One-Time Fee	Annual Maintenance and Service Fee				
		Year 1	Year 2	Year 3	Year 4	Year 5
SaaS Modules	\$0.00	\$190,000	\$199,500	\$209,150	\$219,948	\$230,945
Implementation Services	\$502,204	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$502,204	\$190,000	\$199,500	\$209,150	\$219,948	\$230,945
5 Yr Grand Total = \$1,551,747						

Exhibit 4: Certificate of Insurance



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 19, 2021

For Informational Purposes
4010 LENNANE DR
SACRAMENTO CA 95834-2948

Account Information:

Policy Holder Details :	NEXGEN UTILITY MANAGEMENT INC
--------------------------------	----------------------------------



Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 242-1430
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

WLTR005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2021

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 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 USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (888) 242-1430 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:	
INSURED NEXGEN UTILITY MANAGEMENT INC 4010 LENNANE DR SACRAMENTO CA 95834-2948		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000 INSURER B: Property and Casualty Insurance Company of Hartford 34690 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability			65 SBA AB5757	05/18/2021	06/18/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each 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
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						
	A ☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			65 WEC RU4904	05/18/2021	06/18/2022	☒ 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
	Y/N ☐ N/A						
	A ☐ FAILSAFE TECHNOLOGY E OR O						
A				65 SBA AB5757	06/18/2021	06/18/2022	Each Glitch Aggregate \$3,000,000 \$3,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER For Informational Purposes 4010 LENNANE DR SACRAMENTO CA 95834-2948	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Costaredda</i>
--	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Exhibit 5: Information Systems Security Certificate



CERTIFICATE OF REGISTRATION

Information Security Management System

ISO/IEC 27001:2013

This is to certify that the Information Security Management System of:
NEXGEN Asset Management
4010 Lennane Drive
Sacramento, California 95834

Conforms with the requirements of ISO/IEC 27001:2013 for the scope listed below:

People, processes, and technology owned and controlled by NEXGEN Asset Management that supports NEXGEN's asset management software development, implementation, and support services performed out of the Sacramento, California headquarters.

Certificate Number: ISMS-NE-112220
Issue Date: 11/22/2020

Statement of Applicability: V2.0 (9/4/2020)
Expiry Date: 11/22/2023

Issued by:

EVP, Compliance Services



This certificate was issued electronically and is bound by the terms and conditions set forth in the agreement. Further clarification regarding the scope of this certificate and applicability to the ISO/IEC 27001:2013 standard may be obtained at www.a-align.com.
A-LIGN Headquarters: 400 N. Ashley Dr. Suite 1325 Tampa, Florida 33602 Tel: 888-702-5446

City of Mobile and NEXGEN AM Software License Agreement

Final Audit Report

2021-10-21

Created:	2021-10-21
By:	Scott Kearney (kearney@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMwMYraPMHcWOFc-J3b6P1WPT5iEf5o-Y

"City of Mobile and NEXGEN AM Software License Agreement" History

-  Document created by Scott Kearney (kearney@cityofmobile.org)
2021-10-21 - 5:26:06 PM GMT- IP address: 76.8.254.3
-  Document emailed to Vincent Yee (vyee@nexgenam.com) for signature
2021-10-21 - 5:28:29 PM GMT
-  Email viewed by Vincent Yee (vyee@nexgenam.com)
2021-10-21 - 6:03:39 PM GMT- IP address: 172.225.89.77
-  Document e-signed by Vincent Yee (vyee@nexgenam.com)
Signature Date: 2021-10-21 - 9:06:55 PM GMT - Time Source: server- IP address: 50.200.182.10
-  Agreement completed.
2021-10-21 - 9:06:55 PM GMT



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 Carahsoft for one year renewal of Avepoint Office 365 cloud backup services for MIT.

Amount of Contract:

\$39,493.44

Funding Source

General fund.

ATTACHMENTS:

1. 20250814 Carahsoft Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Carahsoft

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Carahsoft for one year renewal of Avepoint Office 365
cloud backup services for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$39,493.44

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>27493</u>	2025	(5000) INFORMATION TECHNOLOGY	ONE -YEAR RENEWAL OF AVEPOINT OFFICE 365 CLOUD BACKUP SERVICES FOR MIT (GSA CONTRACT)	\$39,493.44	<u>(295556)</u> <u>CARAHSOFT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027493-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	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
07/15/25	295556	07/15/25			INFORMATION TECHNOLOGY

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

General Notes

PER GSA Schedule No: 47QSWA18D008F YOUR QUOTE #49184744. CONTRACT:
 Term: August 22, 2018 - August 21, 2028.
 THIS IS CONTRACT YEAR 2.

JORDAN.LARRISON@CARAHSOFT.COM 571-662-3811 001 PART#536081USTUS-611 Cloud Backup for M365 - Standard - US Cloud - Legacy Product For Renewal Only. Per User Per Month AvePoint Public Sector, Inc. - 536081USTUS Start Date: 07/26/2025 End Date: 07/25/2026	1200.00 EACH	10.08000	12096.00
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1 1000.10.23.5000.5000.5000.0000.0000.42115.	12096.00
--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027493-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	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
07/15/25	295556	07/15/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	PART#536081USTUS-611 Cloud Backup for M365 - Standard - US Cloud - Legacy Product For Renewal Only. Per User Per Month AvePoint Public Sector, Inc. - 36081USTUS Start Date: 07/26/2025 End Date: 07/25/2026	906.00 EACH	30.24000	27397.44
1	1000.10.23.5000.5000.5000.0000.0000.42115.			27397.44

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 39493.44

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	39493.44	1479760.77



General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Contractor:

Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
GS-35F-0119Y
Current through Refresh 24

Period Covered by Contract:
December 20, 2011 through December 19, 2026

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. OLM:	Order-Level Materials (OLM)

Online 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 <https://gsaadvantage.gov>



THIS CONTRACT IS ONLY FOR ORDERS UTILIZED FOR THE FOLLOWING BPA's:

Agency Name	Contract Number
IRS/Treasury	2032H5-21-A-00025
HHS CMS	75FCMC20F0071
Department of Treasury - IRS	2032H5-20-A-00026
Federal Retirement Thrift Investment Board	TIB-2021-A-0002
FSA/ EDU BPA	91003121A0001
US Courts - ServiceNow	USCA21B0006
Social Security Administration	28321321A00040007
USAF 2GIT	47QTCA21A000R
HHS	75P00122A00001

All new orders should be placed against Carahsoft Technology Corp. contract 47QSWA18D008F.

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Contractor Data and Points of Contact

Contractor's Point of Contact for Contract Administration

Yvonne DLuzen– Contract Manager

Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: Other than Small

DUNs Number: 088365767

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. OLM:	Order-Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 33, below.

2. Maximum Order

SIN 33411	\$500,000
SIN 511210	\$500,000
SIN 518210C	\$500,000
SIN 532420L	\$500,000
SIN 54151	\$500,000
	\$500,000
SIN 54151S	\$500,000
SIN 564122	\$250,000
SIN 611420	\$500,000
SIN 811212	\$250,000
SIN OLM	

3. Minimum Order

\$100

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price.
The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None

11a. Time of Delivery

SIN 33411: 45 Days after Receipt of Order
SIN 511210: 30 Days after Receipt of Order
SIN 518210C: 30 Days after Receipt of Order
SIN 532420L: 30 Days after Receipt of Order
SIN 541370GEO: 30 Days after Receipt of Order
SIN 54151: 30 Days after Receipt of Order
SIN 54151ECOM: 30 Days after Receipt of Order
SIN 54151S: 30 Days after Receipt of Order
SIN 561422: 30 Days after Receipt of Order
SIN 611420: 30 Days after Receipt of Order
SIN 811212: 30 Days after Receipt of Order
SIN 333429: 30 Days after Receipt of Order
SIN 518210ERM: 30 Days after Receipt of Order
SIN 493110RM: 30 Days after Receipt of Order
SIN 3361E: 30 Days after Receipt of Order
SIN 518210FM 30 Days after Receipt of Order
SIN 541519CSP 30 Days after Receipt of order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

11d. Urgent Requirements

Agencies can contact the Contractor's representative to affect a faster delivery.

Customers are encouraged to contact the contractor for the purpose of requesting

accelerated delivery.

12. FOB Point

Destination

13a. Ordering Address

Karina Woods – Operations Manager

Carahsoft Technology Corp.

11493 Sunset Hills Rd., Suite 100

Reston, VA 20190

(703) 871-8519 (telephone)

(703) 871-8505 (fax)

gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek

Accounts Receivable

Carahsoft Technology Corp.

11493 Sunset Hills Rd., Suite 100

Reston, VA 20190

(703) 871-8614 (telephone)

(703) 871-8505 (fax)

gsapayments@carahsoft.com

15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,

<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers>

23. List of Approved Manufacturer CSAs

<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2>

Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database



27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 33 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
OLM	Order-Level Materials (OLM)

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers Professional Workstations Servers
Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems
Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers Display
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens Network Equipment



Other Communications Equipment Optical Recognition Input/Output Devices
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other
Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT
ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS
EQUIPMENT
Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES
Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT
AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio
Transmitters/Receivers/Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite
Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE
Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS,

EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software licenses and maintenance.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
 - Operating System Software
 - Application Software
 - Electronic Commerce (EC) Software
 - Utility Software
 - Communications Software
 - Core Financial Management Software
 - Ancillary Financial Systems Software
 - Special Physical, Visual, Speech, and Hearing Aid Software
-

Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with

assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
- Commercially available cloud computing services - Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics - Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

- The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.
- In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e. IaaS, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition there is one "Optional" reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating

and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.

- 2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in "Guidance for Contractors".

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST "Measured Service" characteristic requires a minimal "pay as you go" unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) "pay as you go" metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under "Term Software License" SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30 - day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800-145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.

3	Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.
---	--	----------	---

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing [SP 800-145](https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-145.pdf)¹

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 3: Guidance on Meeting NIST Essential Characteristics

¹ [http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf](https://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf)

Characteristic	Capability	Guidance
On-demand self-service	- Ordering activities can directly provision services without requiring Contractor intervention. - This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services. Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: - Ordering activities must specify their procurement approach and requirements for on-demand service - Contractors must propose how they intend to meet the approach - Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	- Ordering activities are able to access services over standard agency networks - Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones	- Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service - Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	- Pooling distinguishes cloud services from simple offsite hosting. - Ordering activities draw resources from a common pool maintained by the Contractor - Resources may have general characteristics such as regional location	- The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. - Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement - Similar concerns apply to software and platform models; automated provisioning from a pool is required - Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	Rapid provisioning and de-provisioning commensurate with demand	- Rapid elasticity is a specific demand-driven case of self-service ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks. - Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. - Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.
Measured Service	Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	- Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. - Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured - Contractors must specify that measured service is available and the general sort of metrics and mechanisms available - The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.

Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST’s service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as “Storage as a Service” would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as “LAMP as a Service” or “Database as a Service” would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as “Travel Facilitation as a Service” or “Email as a Service” would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service’s capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- a) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- b) **Primary Focus of the Cloud Service (i.e. IaaS, etc.).** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- c) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity's primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- d) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)

Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.

- A complete platform can deploy an entire application. Complete platforms can be proprietary or open source
- Partial platforms can deploy a component of an application which combined with other components make up the entire deployment
- PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service
- The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.
- A limited range of configuration options for the platform service may be available.

Examples of complete PaaS services include:

- A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,
- a Windows .Net platform ready to deploy a .Net application,
- A custom complete platform ready to develop and deploy a customer application in a proprietary language
- A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.

The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform.

PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:

- A database service ready to deploy a customer's tables, views and procedures,
- A queuing service ready to deploy a customer's message definitions
- A security service ready to deploy a customer's constraints and target applications for continuous monitoring

The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function.

Note that both the partial and complete PaaS examples all have two things in common:

- They are software services, which offer significant core functionality out of the box
- They must be configured with customer data and structures to deliver results

As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.

Software as a Service (SaaS)

Select a SaaS model for service based equivalents of software applications.

- SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting
- The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.

Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.

Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.

Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:

Lease to Ownership, and
Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the

ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

- b. **Crossing Fiscal Years Within Contract Period.** Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212-4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract

purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. Returns
 - 1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
 - 2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. **UPGRADES AND ADDITIONS**

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- iii. Any additions that are not so removable will become the Contractor's property (lien free).
- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. **RISK OF LOSS OR DAMAGE**

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. **TITLE**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. **TAXES**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of

FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. **ADDITIONAL LEASE TERMS**

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

**INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY**

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. **LEASING PRICE LIST NOTICE**

- a. Contractors must include the following notice in their contract price list for SIN 532420L:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. **STATEMENT OF ORDERING ACTIVITY INTENT**

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. **LEASE TERM**

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period.. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.
- d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
 - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to

the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

- d. **Termination Charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

4. The following terms and conditions may be included.

a. **ASSIGNMENT OF CLAIMS**

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. **PEACEFUL POSSESSION AND UNRESTRICTED USE**

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. **COMMENCEMENT OF LEASE**

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. **INSTALLATION AND MAINTENANCE**

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is

issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 1. to purchase the product for the residual value of the product, or
 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US,

in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. **UPGRADES AND ADDITIONS**

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- iii. Any additions that are not so removable will become the Contractor's property (lien free).
- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. **RISK OF LOSS OR DAMAGE**

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. **TITLE**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the

applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
- IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHAKE, AND CLOUD COMPUTING
- IT AND TELECOM- TELEPROCESSING, TIMESHAKE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical

expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.

Facilitates needs assessment and development of recommended project controlsolutions to be used for planning, scheduling and trackingof each project though integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide b o t h technicaland managementoversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technicalassistanceto others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technicalor scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product developmentareas.

Applies advanced business and/or technicalexpertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technicalinvestigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technicalassistanceto others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technicalor scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product developmentareas.

Applies advanced business and/or technicalexpertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technicalinvestigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web

enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager

Minimum/General Experience: Has approximately 7 years' experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.

Facilitates needs assessment and development of recommended project controls/solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Categories	December 2021 December 2022	December 2022 December 2023	December 2023 December 2024	December 2024 December 2025	December 2025 December 2026
Consulting Engineer	\$217.67	\$222.68	\$227.80	\$233.04	\$238.40
Information Architect	\$212.74	\$217.64	\$222.64	\$227.76	\$233.00
Project Manager	\$212.74	\$217.64	\$222.64	\$227.76	\$233.00
Senior Consulting Engineer	\$249.99	\$255.74	\$261.62	\$267.64	\$273.80
Senior Information Architect	\$272.23	\$278.49	\$284.89	\$291.45	\$298.15
Senior Project Manager	\$266.63	\$272.76	\$279.04	\$285.46	\$292.02

Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing



Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING- INFORMATION
TECHNOLOGY/TELECOMMUNICATIONS TRAINING

Training Courses for Information Technology Equipment and Software

Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose
Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for
basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ____(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Maintenance Rate Provisions

- a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
 - ii) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
 - iii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iv) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

- b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ____ (**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance and/or service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)

- i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- f) Labor Rates
 - i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
 - ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL ____HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision



- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
 - b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated_____, at a discount of____% from such listed prices.
-



ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers>



ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.



ATTACHMENT III – Commercial Supplier Agreements

For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see:

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2>

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.

Solution 1

Adobe enterprise digital rights Category management

The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >\$5M Annual Spend*	Discount Level 2 >\$15M Annual Spend*	Discount Level 3 >\$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	\$405,600.00	\$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	\$625,600.00	\$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	\$1,251,200.00	\$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	\$2,777,400.00	\$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	\$5,554,800.00	\$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

*Discount Level Detail



Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located [HERE](#).

In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 Users Qty	5,000 Users Qty	10,000 Users Qty	25,000 Users Qty	50,000 Users Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2

Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model. Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	\$540.00	\$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) - 12 Month	\$540.00	\$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	\$25,000.00 - \$75,000.00	2%
Tier 2	\$75,000.01 - \$125,000.00	4%
Tier 3	\$125,000.01 - \$200,000.00	6%
Tier 4	\$200,000.01 - \$500,000.00	8%
Tier 5	\$500,000.01 +	10%

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

ATTACHMENT IV B – U.S. Government Nutanix FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19, and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1

Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT-SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	\$164,960.62	\$153,460.85	\$81,242.66

SOLUTIONS 2-4

Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be

interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	\$225,305.74	\$209,635.52	\$203,376.78	\$202,437.65	\$200,559.39	\$198,681.14	\$186,083.36	\$184,205.10	\$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	\$96,240.99	\$89,530.56	\$86,863.62	\$86,479.63	\$85,711.65	\$84,943.67	\$78,125.57	\$77,357.59	\$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	\$523,995.56	\$487,682.63	\$473,062.67	\$470,727.78	\$466,057.99	\$461,388.20	\$444,603.14	\$439,933.35	\$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8

Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.

5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Cold Storage Block
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Enterprise Block
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Branch Office Block
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	Solution 5 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	\$91,410.54	\$85,044.56	\$82,508.68	\$82,136.40	\$81,391.82	\$80,647.24	\$74,806.60	\$74,062.03	\$72,945.16
422-HC-SO-ENT-SLN	Solution 6 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	\$314,851.08	\$292,959.55	\$284,210.40	\$282,890.76	\$280,251.48	\$277,612.20	\$260,612.75	\$257,973.47	\$254,014.55
422-HC-SO-BRANCH-SLN	Solution 7 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	\$191,651.84	\$178,328.29	\$172,999.82	\$172,191.93	\$170,576.16	\$168,980.39	\$158,981.90	\$157,386.13	\$154,942.48
422-HC-SO-FLASH-SLN	Solution 8 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	\$1,002,953.80	\$933,507.02	\$905,495.87	\$900,980.76	\$891,890.56	\$882,820.35	\$856,174.52	\$847,104.31	\$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10 Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	Solution 9 Hybrid Cloud Software defined datacenter Solution	\$81,600.00	\$79,967.76	\$74,419.20	\$73,603.20	\$72,787.20	\$71,563.20
422-HC-SW-SSERV-SLN	Solution 10 Hybrid Cloud Tactical Infrastructure Software Solution	\$163,200.00	\$159,935.52	\$148,838.40	\$147,206.40	\$145,574.40	\$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS

Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	Discount Level 1 >\$3M Annual Spend*	Discount Level 2 >\$8M Annual Spend*	Discount Level 3 >\$15M Annual Spend*
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.
2	Remote Product Specialist (RPS) - On-Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

Aggregate Revenue for Agency	Services Discount Level	Recommended Service Options		
		BCS	RPS	BCE Consultant FTE = 2040 hrs
\$0 - \$8M	Discount Level 1 (2%)	1 / per product	1 / per product	500 Hours
\$8M - \$15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>\$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:



- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the ***Veritas Fiscal Year which begins on April 1st***. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis.

We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:

https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf



ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0119Y&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 CDW Government LLC for annual renewal of Cisco malware and network security software and support services for MIT.

Amount of Contract:

\$73,050.81

Funding Source

General fund.

ATTACHMENTS:

1. 20250814 CDW Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of Cisco
malware and network security software and support services for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$73,050.81

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software, Sourcwell cooperative purchasing agreement, less than state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>27784</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION RENEWAL FOR CISCO MALWARE AND NETWORK SECURITY SOFTWARE AND SERVICES FOR MIT (BID EXEMPT AS SOFTWARE, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONTRACT)	\$73,050.81	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027784-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 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
07/21/25	1272932	07/21/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

PER SOURCEWELL CONTRACT #121923-CDWG SOFTWARE - SOFTWARE (121923) AND YOUR QUOTE #PMWR583.

001	ITEM: Cisco Advanced Malware Protection for Endpoints Advantage license 10 li Supplier Part No: 6006896 Manufacturer Part No: E2SF-P-AMP-ADV-10 Manufacturer Name: Cisco EA Subscriptions Supplier Quote No: 44927:PMWR583 122735117aff48f1aa065ee6024ad6a7 NIGP: UNSPSC: 43000000	185.00 EACH	154.00000	28490.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			28490.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027784-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 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
07/21/25	1272932	07/21/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: Cisco Software Support Service Enhanced technical support for Cisco Adv Supplier Part No: 5646767 Manufacturer Part No: SVS-EA2-AMPE-SUP-E-50K Manufacturer Name: Cisco Subscription Supplier Quote No: 44927:PMWR583 122735117aff48f1aa065 ee6024ad6a7 NIGP: UNSPSC: 43000000	1.00 EACH	9297.81000	9297.81
1	1000.10.23.5000.5000.5000.0000.0000.42115.			9297.81

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	ITEM: Cisco Duo Security Standard Access license 1 license Supplier Part No: 6046647 Manufacturer Part No: E2SF-DUO-ACCESS Manufacturer Name: Cisco EA Subscriptions Supplier	310.00 EACH	50.00000	15500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027784-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 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
07/21/25	1272932	07/21/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Quote No: 44927:PMWR583 122735117aff48f1aa065 ee6024ad6a7 NIGP: UNSPSC: 43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			15500.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	ITEM: Cisco Cloud Email Security Essential license 1 license Supplier Part No: 6939899 Manufacturer Part No: E2SF-E-CES-ESS-10 Manufacturer Name: Cisco EA Subscriptions Supplier Quote No: 44927:PMWR583 122735117aff48f1aa065 ee6024ad6a7 NIGP: UNSPSC: 43000000	205.00 EACH	75.00000	15375.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			15375.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027784-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 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
07/21/25	1272932	07/21/25			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			
005	ITEM: Cisco Software Support Service Enhanced technical support for Cisco Ema Supplier Part No: 5646762 Manufacturer Part No: SVS-EA2-ESA-SUP-E-10K Manufacturer Name: Cisco Subscription Supplier Quote No: 44927:PMWR583 122735117aff48f1aa065 ee6024ad6a7 NIGP: UNSPSC: 43000000	1.00 EACH	4388.00000	4388.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4388.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027784-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 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
07/21/25	1272932	07/21/25			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 73050.81

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	73050.81	1479760.77
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	07/22/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	07/22/25	SCOTT KEARNEY	
Approved	07/22/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	08/13/25	DONALD ROSE	Auto approved by: 9105fola
Approved	08/13/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/13/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/13/25	JOHNNIE HARRUB	Auto approved by: 9105fola

CDW-G

Technology products and services

#121923-CDW

Maturity Date: 2/27/2028

Website: cdwg.com/sourcewell

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

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

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digital velocity solutions

[Locate your local dealer or representative](#)

Register for an account

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

Search Suppliers & Contracts

[General Contracts](#)

[eziQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 Environmental Systems Research Institute Inc for one-year subscription to ESRI Advantage consulting and training services for ESRI GIS software solutions.

Amount of Contract:

\$78,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250811 ESRI Agenda PackagePOs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 19 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 Environmental Systems Research Institute Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Environmental Systems Research Institute Inc for one-year subscription to ESRI Advantage consulting and training services for ESRI GIS software solutions. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$78,000.00

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

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>28673</u>	2025	(5010) GEOGRAPHIC INFO SYSTEMS	ONE-YEAR SUBSCRIPTION TO ESRI ADVANTAGE CONSULTING AND TRAINING SERVICES FOR ESRI GIS SOFTWARE SOLUTIONS (PROFESSIONAL SERVICES)	\$78,000.00	(050080) <u>ENVIRONMENTAL</u> <u>SYSTEMS</u> <u>RESEARCH</u> <u>INSTITUTE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028673-00 FY 2025 Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 STOOTSK@CITYOFMOBILE.ORG
---	--

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	050080				GEOGRAPHIC INFO SYSTEMS

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER QUOTE #Q-548325. CUSTOMER #102360.

THIS IS A RENEWAL OF TRAINING AND CONSULTING CONCERNING SOLE SOURCE SOFTWARE PURCHASED FROM ESRI, THE SOFTWARE DEVELOPER, ON PURCHASE ORDERS: A30037, A61673 AND A6617. THESE PURCHASES WERE IN 1997 AND 1999. (MUCH OF IT IS MIGRATED MAINTENANCE.)

SEND PURCHASE ORDER TO: MANNY BALLESTEROS SERVICE@ESRI.COM OR MBALLESTEROS@ESRI.COM FAX: 909-307-3083.

001 1 Year TRAINING/CONSULTING Renewal #144584 Esri Advantage Program: Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; Technology webcasts and 50 Learning and Services Credits. The	1.00 EACH	78000.00000	78000.00
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Bill To	Requisition 00028673-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	STOOTSK@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
08/05/25	050080
	GEOGRAPHIC INFO SYSTEMS
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/enus/legal/terms/services. ESRI ADVANTAGE RENEWAL #00332912.0 SIGNED 8/19/24.			

1	1000.10.23.5010.5010.5000.0000.0000.42115.	78000.00
---	--	----------

Ship To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	78000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5010.5010.5000.0000.0000.42115.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028673-00 FY 2025 Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 STOOTSK@CITYOFMOBILE.ORG
--	---

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/25	050080				GEOGRAPHIC INFO SYSTEMS

Account	Amount	Remaining Budget
GIS EXP	78000.00	132430.04
SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	08/06/25	DONALD ROSE	Auto approved by: 9105fola
Approved	08/06/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/06/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/06/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	08/06/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	08/06/25	ANNE FOLEY	
Approved	08/06/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 Joe Bullard Chevrolet for two 2025 Chevrolet Silverado 2500 4WD crew-cab pickup trucks for Animal Services.

Amount of Contract:

\$120,848.00

Funding Source

General

ATTACHMENTS:

1. 20250811 Bullard Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Joe Bullard Chevrolet

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Joe Bullard Chevrolet for two 2025 Chevrolet Silverado
2500 4WD crew-cab pickup trucks for Animal Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$120,848.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5964

How many bidders received bid packages (if applicable): 19 + web

How many bidders submitted bids (if applicable): 3

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

Local vendor preference

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>28712</u>	2025	(F7000) MOTOR POOL	TWO 2025 CHEVROLET SILVERADO 2500 4WD CREW-CAB PICKUP TRUCKS FOR ANIMAL SERVICES (SEALED BID 5964)	\$120,848.00	<u>(296800) JOE BULLARD</u> <u>CHEVROLET</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028712-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	296800				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER CHEVY SILVERADO 2500 4X4 CREW CAB AS FOLLOWS: 4WD; VINYL FRONT 40/20/40 BENCH SEAT;BLACK IN COLOR;6.6L V8 ENGINE;ALTERNATORS, DUAL 20-AMP PRIMARY, 170-AMP AUX; ASSIST STEPS, 6" BLACK TUBULAR RECTANGULAR; BEDLINER, SPRAY-IN;LED CARGO LIGHTING;MIRRORS,OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING;POWER OUTLET,INTERIOR 120-VOLT;SEATS,DRIVER & PASSENGER FRONT INDIVIDUAL (NO CONSOLE);WT CONVENIENCE PACKAGE;DRAWER SYSTEM-DECKED;STORAGE BOX-ACCESSORIES,DECKED;FLOOR MATS-WEATHERTECH BLACK RUBBER, FRONT AND REAR;WINDOW TINT-FRONT TWO WINDOW FACTORY MATCH AS PER CITY OF MOBILE BID #5964 AND YOUR QUOTE Additional Description Notes ----- 4WD; VINYL FRONT 40/20/40 BENCH SEAT;BLACK IN COLOR;6.6L V8 ENGINE;ALTERNATORS, DUAL 20-AMP PRIMARY, 170-AMP AUX; ASSIST STEPS,6" BLACK TUBULAR RECTANGULAR; BEDLINER, SPRAY-IN;LED CARGO LIGHTING;MIRRORS,OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING;POWER OUTLET,INTERIOR 120-VOLT;SEATS,DRIVER & PASSENGER FRONT INDIVIDUAL (NO CONSOLE);WT CONVENIENCE PACKAGE;DRAWER SYSTEM-DECKED;STORAGE BOX-ACCESSORIES,DECKED;FLOOR MATS-WEATHERTECH BLACK RUBBER,FRONT AND	2.00 EACH	60424.00000	120848.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028712-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.23.1546.1546.2300.0000.0000.45040. REAR;WINDOW TINT-FRONT TWO WINDOW FACTORY MATCH			120848.00

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

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total	120848.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.45040.	120848.00	196620.26
ANIMAL SHELTER EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	08/06/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/06/25	SHONNDA SMITH	
Approved	08/06/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/07/25	DONALD ROSE	Auto approved by: 9105paij

**BID TABULATION FOR BID #5964
FOR PICK UP TRUCKS, ¾ TON**

	¾ TON CREW CAB 4X4	¾ TON CREW CAB 8' BED LIFT GATE
AUTONATION	NO BID	\$53,384.00 2026 F-250, 4X4 MAXON LIFT
JOE BULLARD	\$60,424.00 CHEVROLET 2500HD 4X4 CREW CAB	\$53,924.00 CHEVROLET 2500HD 4X4 BED DELETE MAXON LIFT
DONOHOO CHEVROLET	\$59,236.50 CHEVROLET 2500HD LOCAL VENDOR ADJUSTMENT: \$62,198.32	\$55,406.50 CHEVROLET 2500HD TOMMY GATE
BUSTER MILES CHEVROLET	\$61,500.00 CHEVROLET 2500	\$54,900.00 CHEVROLET SILVERADO

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

lw

005

Buyer:

Typed by:

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/23/2025	5964	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, July 10, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PICK UP TRUCKS					
Appx 1-3	2025 Or Newer Pickup ¾ Ton 4x2 Chevrolet 2500 or Equal, Black in Color. As per the following and attached: MAKE _____ MODEL _____ Upon award the City will purchase a minimum of one (1) ¾ Ton Chevrolet 2500 or Equal.					
Appx 1-3	2025 Or Newer Pickup ¾ Ton Crew Cab 4x2, Gasoline Engine. White in Color. 8-Ft. Bed. Lift gate on rear. With minimum capacity of 500 lbs. As per the following and attached: MAKE _____ MODEL _____ LIFT GATE MAKE _____ MODEL _____ CAPACITY _____					
			TOTAL			

Page 1 of 3

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of _____

Page 1181 of 1368

Page_____ of _____

Page 1182 of 1368

Animal Service Director & Field Services Manager

Vehicle Specifications

Vehicle

Current Year Model Chevy Silverado 2500 4x4 Crew Cab 82.25" Standard Bed Length. (See sample configuration attached below)

Mechanical

- 6.6L V8 Gas Engine
- 10-Speed Automatic Transmission
- GVW Rating – 10,850 pounds
- Anti-spin differential rear axle
- Auxiliary 730 cold-cranking amps battery
- Integrated trailer brake controller
- Autotrac 2-Speed Transfer Case w/ Push Button Controls

Exterior

- Monotone color: black
- Lighting
 - LED headlights and fog lights
- Black cab length running boards
- Spray-in bedliner
- 18" Machined Aluminum Wheels with All-Season Blackwall Tires
- Recovery Tow Hooks
- Remote Locking Tailgate
- Black outside power-adjustable vertical trailering mirrors with power folding/manual extending auto-dimming driver upper glass
- 6" Black Chrome Assist Steps

Interior

- Jet black, cloth seat trim
- Front bucket seats with center console
- Power windows & door locks

- Power Driver Seat
- Inside Rearview Auto-Dimming Mirror

Safety/ Technology

- 13.4" Chevrolet Infotainment 3 System
 - With Apple CarPlay/ Android Auto
 - Bluetooth Connectivity
- Tire pressure monitoring system
- Backup camera
- Daytime running lights
- USB and USB-C charging ports
- Remote Start Package
- Convenience Package
 - Dual Zone Automatic Climate Control
 - 10-Way Power Driver Seat
 - LED Cargo Bed Lights
 - LED Fog Lamps
 - 120-Volt Power Outlet
 - Manual Tilt /Telescoping Steering Column
- Keyless entry
- 120V Outlet
- Safety Package
 - Trailering Provisions
 - Front and Rear Park Assist
 - Rear Cross Traffic Alert
 - Trailer Side Blind Zone Alert
 - HD Surround Vision
 - Bed View Camera

Notes: Rear Window must be fixed, NOT Sliding.

Pick Up With Lift Gate

$\frac{3}{4}$ Ton Crew Cab Chassis

Gasoline Engine

4x2 Drive, No 4x4, 8-Ft. Bed

To be White in Color

Electric Door Locks and Windows

Lift Gate

Mounted to Vehicle

One Cylinder Lift

500 lb Minimum Capacity

Tommy Lift or Equal



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Long Lewis Ford of the Shoals, Inc for three 2025 Ford Bronco Sport 4WD SUVs for Revenue Dept.

Amount of Contract:

\$92,935.50

Funding Source

General fund.

ATTACHMENTS:

1. 20250812 Long Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Long Lewis Ford of the Shoals, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Long Lewis Ford of the Shoals, Inc for three 2025 Ford
Bronco Sport 4WD SUVs for Revenue Dept.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$92,935.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28235</u>	2025	(F7000) MOTOR POOL	3 2025 FORD BRONCO SPORT 4WD SUVS FOR REVENUE DEPT (AL STATE CONTRACT)	\$92,935.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028235-00 FY 2025 Acct No: 1000.60.25.2570.2570.2500.0000.0000.45040. Review: Buyer: Status: Released	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3"	3.00 EACH	30240.50000	90721.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028235-00 FY 2025 Acct No: 1000.60.25.2570.2570.2500.0000.0000.45040. Review: Buyer: Status: Released
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Page 2

Vendor
 LONG LEWIS FORD OF THE SHOALS, INC
 2800 WOODWARD AVE

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

MUSCLE SHOALS, AL 35661

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#256-386-7800
 Fax 256-263-4613

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS, WHITE IN COLOR. FRONT & REAR FLOOR LINERS HD RUBBER DAYTIME RUNNING LAMPS VENDOR TO BE PROVIDING FORD BRONCO SPORT BIG BEND MODEL 200A R9B 4X4 AWD WHITE IN COLOR. ONLY, UNIQUE CLOTH FRONT BUCKET SEATS AS PER STAT EOF ALABAMA CONTRACT T-191 MA22000003123-2 Additional Description Notes ----- 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START,			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028235-00 FY 2025 Acct No: 1000.60.25.2570.2570.2500.0000.0000.45040. Review: Buyer: Status: Released	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS, WHITE IN COLOR.			

FRONT & REAR FLOOR LINERS HD RUBBER

DAYTIME RUNNING LAMPS

AS REQUESTED BY 2570-REVENUE DEPT.

1	1000.60.25.2570.2570.2500.0000.0000.45040.	90721.50
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

002 FREIGHT	3.00	738.00000	2214.00
Vendor Item	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028235-00 FY 2025 Acct No: 1000.60.25.2570.2570.2500.0000.0000.45040. Review: Buyer: Status: Released	Page 4
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.60.25.2570.2570.2500.0000.0000.45040.			2214.00

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

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total	92935.50
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.60.25.2570.2570.2500.0000.0000.45040.	92935.50	97071.81
REVENUE EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	07/28/25	MATTHEW ANDERSON	
Approved	07/28/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	07/28/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	07/29/25	DONNA BRYARS	Auto approved by: 910520795

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for two 2025 Ford Transit XL 15-passenger vans for MFRD.

Amount of Contract:

\$117,307.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250811 Long Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Long Lewis Ford of the Shoals, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for two 2025 Ford
Transit XL 15-passenger vans for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$117,307.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28475</u>	2025	(1510) FIRE ADMINISTRATION	TWO 2025 FORD TRANSIT XL 15-PASSENGER VANS FOR MFRD (AL STATE CONTRACT)	\$117,307.00	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028475-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/07/25	290649				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 VANS: FORD TRANSIT PASSENGER VAN 15: XL PASSENGER LOW ROOF, EL 15-PASSENGER SEATING. 3.5 pfdi v6, AUTOMATIC TRANSMISSION Standard Equipment Rear-wheel drive, 3 doors • Sliding right rear passenger, Driver and passenger power remote, manual folding door mirrors, Black door mirrors, Black bumpers Manual air conditioning, Rear HVAC, Power front windows, Remote power door locks, Power remote door locks, Manual tilt steering wheel, Manual telescopic steering wheel, Day-night rearview mirror, Emergency SOS, 1 1st row LCD monitor, Front and rear cupholders, Dual illuminated visor mirrors, Driver and passenger door bins, Rear door bins, Front bucket seats, 4-way driver seat adjustment, 4-way passenger seat adjustment, AM/FM stereo radio, Auxiliary audio input, Steering wheel mounted radio controls, 8 speakers Fixed antenna, Rear window defroster, 4-wheel ABS brakes, 4"Screen, Cruise Control, Spare Wheel &Tire AS PER STATE OF ALABAMA CONTRACT T-191	2.00 EACH	57915.50000	115831.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028475-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/07/25	290649				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MA22000003123-9 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.45040.			115831.00
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	738.00 EACH	2.00000	1476.00
	Additional Description Notes			
	FORD TRANSIT PASSENGER VAN 15 AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123-9 Delivery; 738 miles at \$2.00 a mile Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.45040.			1476.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028475-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/07/25	290649				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 117307.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45040.	117307.00	863374.52
FIRE SUPPRESSION DIV EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Cancelled	08/07/25	JOHN PAINE	GL Allocation changed
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	08/07/25	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	08/07/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	08/07/25	CHERI BOUCHER	Authorized by Chief Frank

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 McSweeney Auto Group Clanton LLC for six Chevrolet Express 15-passenger vans for Motor Pool.

Amount of Contract:

\$259,520.40

Funding Source

General fund.

ATTACHMENTS:

1. 20250808 Mcsweeney Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 McSweeney Auto Group Clanton LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to McSweeney Auto Group Clanton LLC for six Chevrolet
Express 15-passenger vans for Motor Pool.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$259,520.40

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28316</u>	2025	(F7000) MOTOR POOL	SIX CHEVROLET EXPRESS 15-PASSENGER VANS FOR MOTOR POOL (AL STATE CONTRACT)	\$259,520.40	<u>(299344)</u> <u>MCSWEENEY</u> <u>AUTO GROUP</u> <u>CLANTON LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028316-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	299344				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 15 PASSENGER VANS FOR MOTOR POOL AS FOLLOWS: CHEVROLET 2500 15 PASSENGER 135" WHEEL BASE SUMMIT WHITE;VINYL FRONT 40/20/40 BENCH SEAT; ENGINE 4.3 V6 TRANSMISSION, 8-SPEED AUTOMATIC; SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION); KEY EQUIPMENT, TWO ADDITIONAL KEY FOBS FLOOR MATS-BLACK RUBBER, FRONT AND REAR AS PERF STAT EOF ALABAMA CONTRACT T-191, MS240000004917 Additional Description Notes ----- 15 PASSENGER VANS FOR MOTOR POOL AS FOLLOWS: CHEVROLET 2500 135" 15 PASSENGER VAN SUMMIT WHITE;VINYL FRONT 40/20/40 BENCH SEAT; ENGINE 4.3 V6 TRANSMISSION,	6.00 EACH	42837.40000	257024.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028316-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	299344				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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8-SPEED AUTOMATIC;

SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION);

KEY EQUIPMENT, TWO ADDITIONAL KEY FOBS

FLOOR MATS-BLACK RUBBER, FRONT AND REAR

AS REQUESTED BY 7000-MOTOR POOL

1 1000.40.20.2070.2070.2070.0000.0000.45040.	257024.40
--	-----------

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

002 FREIGHT	6.00	416.00000	2496.00
Vendor Item	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028316-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor
MCSWEENEY AUTO GROUP CLANTON LLC
86 PEACH TOWER ROAD

CLANTON, AL 35045

Tel#2052964411

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

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	299344				MOTOR POOL

LN	Description / Account Inventory Item/Loc 14009	Qty	Unit Price	Net Price
1	1000.40.20.2070.2070.2070.0000.0000.45040.			2496.00

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

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 259520.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.		
	259520.40	89765.04
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/05/25	MATTHEW ANDERSON	Auto approved by: 910518244

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028316-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 4

Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	299344				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/05/25 SHONNDA SMITH			
Approved	08/05/25 CHERI BOUCHER	Auto approved by:	910518244	
Approved	07/29/25 MATTHEW ANDERSON	Auto approved by:	910518244	
Approved	07/29/25 SHONNDA SMITH			
Approved	07/29/25 CHERI BOUCHER	Auto approved by:	910518244	
Approved	08/05/25 MATTHEW ANDERSON	Auto approved by:	910518244	
Approved	08/05/25 SHONNDA SMITH			
Approved	08/05/25 CHERI BOUCHER	Auto approved by:	910518244	
Rejected	08/04/25 JOHN PAINE	per agee's request		
Approved	08/07/25 DONALD ROSE	Auto approved by:	9105paij	
Approved	08/07/25 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	08/07/25 STEVEN KRONINGER	Auto approved by:	9105paij	
Approved	08/07/25 JOHNNIE HARRUB	Auto approved by:	9105paij	
Approved	08/07/25 SAMANTHA COOLEY	Auto approved by:	9105paij	
Approved	08/07/25 ANNE FOLEY	Auto approved by:	9105paij	
Approved	08/07/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Chevrolet Fleet Vehicle - McSweeney Auto Group

Supplier

McSweeney Auto Group Clanton LLC

Linked Solicitation

Chevrolet Fleet Vehicle Bid

Type

Master Agreement

Contract Code

MA240000004917

Sourcing Number

SRC0000022560

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
James	Pratt	jpratt@mcsweeneyauto.com	205-287-2464
James	Pratt	jpratt@mcsweeneyauto.com	205-287-2464

2 Record(s)

Contract Scope

Organizations

State of Alabama, State of Alabama

Contract Validity

Start Date

8/26/2024

End Date

8/25/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [RFB_Standard_Boilerplate_updated_08.31.2023 \(17\).pdf](#)
- [GM_Vehicle_Terms_and_Conditions \(12\).pdf](#)

Items

Item Name	Product Code	UOM
2025 Chevrolet Tahoe 2WD	4	53,717.58 Each

- [Executive Summary State of Alabama Chevrolet.pdf](#)

Item Name	Product Code	UOM
2026 Chevrolet Tahoe 2WD	4	56,114.98 Each
2026 Chevrolet Tahoe 4WD	5	58,747.10 Each
2025 Chevrolet Tahoe 4WD	5	56,538.90 Each
2025 Chevrolet Suburban 2WD	6	56,056.29 Each
2026 Chevrolet Suburban 2WD	6	58,453.69 Each
2026 Chevrolet Suburban 4WD	7	61,274.61 Each
2025 Chevrolet Suburban 4WD	7	58,877.61 Each
Chevrolet Colorado Crew Cab 2WD	8	30,471.24 Each
Chevrolet Colorado Crew Cab 4WD	9	33,570.49 Each
Chevrolet Silverado Standard Cab 2WD	10	34,073.82 Each
Chevrolet Silverado Standard Cab 4WD	11	37,858.50 Each
Chevrolet Silverado Double Cab 2WD	12	35,391.54 Each
Chevrolet Silverado	13	37,933.63 Each

Item Name	Product Code	UOM
Double Cab 4WD		
Chevrolet Silverado Crew Cab 2WD	14	37,458.75 Each
Chevrolet Silverado Crew Cab 4WD	15	39,975.42 Each
Chevrolet Silverado Std. Cab 2WD 2500	16	41,833.20 Each
2025 Diesel Engine Upgrade	17	8,488.27 Each
2026 Diesel Engine Upgrade	17	8,943.27 Each
Chevrolet Silverado Std. Cab 4WD 2500	18	43,854.25 Each
2025 Diesel Engine Upgrade	19	8,488.27 Each
2026 Diesel Engine Upgrade	19	8,943.27 Each
Chevrolet Silverado Double Cab 2WD 2500	20	42,309.62 Each
2025 Diesel Engine Upgrade	21	8,488.27 Each
2026 Diesel Engine Upgrade	21	8,943.27 Each
Chevrolet Silverado Double Cab 4WD 2500	22	44,330.66 Each
2025 Diesel Engine Upgrade	23	8,488.27 Each

Item Name	Product Code	UOM
2026 Diesel Engine Upgrade	23	8,943.27 Each
Chevrolet Silverado Crew Cab 2WD 2500	24	44,019.26 Each
2025 Diesel Engine Upgrade	25	8,488.27 Each
2026 Diesel Engine Upgrade	25	8,943.27 Each
Chevrolet Silverado Crew Cab 4WD 2500	26	46,020.10 Each
2025 Diesel Engine Upgrade	27	8,488.27 Each
2026 Diesel Engine Upgrade	27	8,943.27 Each
Chevrolet Silverado Std. Cab 2WD 3500	28	43,961.73 Each
2025 Diesel Engine Upgrade	29	8,488.27 Each
2026 Diesel Engine Upgrade	29	8,943.27 Each
Chevrolet Silverado Std. Cab 4WD 3500	30	44,982.78 Each
2025 Diesel Engine Upgrade	31	8,488.27 Each
2026 Diesel Engine Upgrade	31	8,943.27 Each
Chevrolet Silverado	32	43,626.23 Each

Item Name	Product Code		UOM
Double Cab 2WD 3500			
2025 Diesel Engine Upgrade	33	8,488.27	Each
2026 Diesel Engine Upgrade	33	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 3500	34	45,647.28	Each
2025 Diesel Engine Upgrade	35	8,488.27	Each
2026 Diesel Engine Upgrade	35	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 3500	36	45,334.99	Each
2025 Diesel Engine Upgrade	37	8,488.27	Each
2026 Diesel Engine Upgrade	37	8,943.27	Each
Chevrolet Silverado Crew Cab 4WD 3500	38	47,356.04	Each
2025 Diesel Engine Upgrade	39	8,488.27	Each
2026 Diesel Engine Upgrade	39	8,943.27	Each
Chevrolet Express 12- Passenger Van	40	41,714.20	Each
Chevrolet Express 15- Passenger Van	41	43,570.44	Each
Chevrolet Express Cargo	42	38,020.16	Each

Item Name	Product Code	UOM
Van		
Chevrolet Vehicle Options	43	0.00 USD
Chevrolet Delivery	44	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 Mohawk Carpet Distribution LLC for new flooring for 200 Government St Historic Development Department.

Amount of Contract:

\$15,662.74

Funding Source

ATTACHMENTS:

1. 20250814 Mohawk Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Mohawk Carpet Distribution LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Mohawk Carpet Distribution LLC for new flooring for 200
Government St Historic Development Department.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,662.74

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, Sourcewell cooperative purchasing agreement, not on state contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28231</u>	2025	(3035) FACILITY MAINTENANCE	NEW FLOORING FOR 200 GOVERNMENT ST HISTORIC DEVELOPMENT DEPARTMENT (PRICE BELOW BID REQUIREMENT, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$15,662.74	<u>(299497)</u> <u>MOHAWK</u> <u>CARPET</u> <u>DISTRIBUTION</u> <u>LCC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved
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Page 1

Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602

Delivery Reference
 BRENDA PARKER

Deliver To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER YOUR QUOTE TSL03901 AND THE SOURCEWELL CONTRACT 061323-MCD EXPIRES 8-9-2027

001 BT455 Enlivened Modular Carpet	224.00	15.03000	3366.72
Tile 24x24 Ecoflex Matrix (10.6667 sy per carton) Ecru958	SQUAREYARD		

1 1000.45.20.3030.3035.3030.0000.0000.42150.	3366.72
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Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

002 BT455 Enlivened Modular Carpet	21.34	15.03000	320.74
Tile 24x24 Ecoflex Matrix (10.6667 sy per carton) Attic Stock Ecru958	SQUAREYARD		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602

Delivery Reference
 BRENDA PARKER

Deliver To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
1 1000.45.20.3030.3035.3030.0000.0000.42150.			320.74

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

003 C0191 Large & Local Rugged Foundation LVT 06x48 (20 sf per carton) Dark Umber888	340.00 SQ FT	3.06000	1040.40
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1 1000.45.20.3030.3035.3030.0000.0000.42150.			1040.40
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Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602

Delivery Reference
 BRENDA PARKER

Deliver To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To HISTORIC DEVELOPMENT 200 GOVERNMENT STREET 2ND FLOOR, LEFT OF ELEVATOR MOBILE, AL 36602			
004	C0191 Large & Local Rugged Foundation LVT 06x48 (20 sf per carton) Attic Stock Dark Umber888	40.00 SQ FT	3.06000	122.40
1	1000.45.20.3030.3035.3030.0000.0000.42150.			122.40
	Ship To HISTORIC DEVELOPMENT 200 GOVERNMENT STREET 2ND FLOOR, LEFT OF ELEVATOR MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
005	Empress pressure sensitive releasable for EcoFlex Matrix, NXT, ONE & Air carpet tile and plank (4 gal) / spread rate 140-160 sy	3.00 EACH	145.41000	436.23

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602

Delivery Reference
 BRENDA PARKER

Deliver To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.45.20.3030.3035.3030.0000.0000.42150. 3/8" nap roller			436.23

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

006	M95 acrylic adhesive (4 gal) / spread rate 880-1040 sf	1.00 EACH	182.87000	182.87
1	1000.45.20.3030.3035.3030.0000.0000.42150.			182.87

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602

Delivery Reference
 BRENDA PARKER

Deliver To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
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 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To HISTORIC DEVELOPMENT 200 GOVERNMENT STREET 2ND FLOOR, LEFT OF ELEVATOR MOBILE, AL 36602			

007	Installation Carpet Tile	217.00 SQUAREYARD	8.58000	1861.86
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1	1000.45.20.3030.3035.3030.0000.0000.42150.			1861.86
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Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

008	Removal of Broadloom (Direct Glue Down)	234.00 SQUAREYARD	4.03000	943.02
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1	1000.45.20.3030.3035.3030.0000.0000.42150.			943.02
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602

Delivery Reference
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 2ND FLOOR, LEFT OF ELEVATOR
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 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

009 Carpet Disposal	234.00 SQUAREYARD	1.35000	315.90
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1 1000.45.20.3030.3035.3030.0000.0000.42150.	315.90
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Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
 2ND FLOOR, LEFT OF ELEVATOR
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
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 2ND FLOOR, LEFT OF ELEVATOR
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

010	Installation of LVT (Planks or Squares)	157.00 SQ FT	2.88000	452.16
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1	1000.45.20.3030.3035.3030.0000.0000.42150.			452.16
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Ship To
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 200 GOVERNMENT STREET
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 MOBILE, AL 36602
 Delivery Reference
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Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

011	Conventional Furniture Moving (Medium)	234.00 SQUAREYARD	5.38000	1258.92
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1	1000.45.20.3030.3035.3030.0000.0000.42150.			1258.92
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
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Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

012 Install Standard Transitions (Black/Brown/Gold/Silver)	24.00 LINEARFOOT	2.21000	53.04
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Additional Description Notes

 QUOTE IS FOR 24 LINEAR FEET

1 1000.45.20.3030.3035.3030.0000.0000.42150.	53.04
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Vendor
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 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To HISTORIC DEVELOPMENT 200 GOVERNMENT STREET 2ND FLOOR, LEFT OF ELEVATOR MOBILE, AL 36602			

013	Floor Prep Skim Coating to 1/8" (Material and Labor)	2102.00 SQ FT	1.69000	3552.38
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1	1000.45.20.3030.3035.3030.0000.0000.42150.			3552.38
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Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

014	Removal and Installation of painted quarter round	474.00 LINEARFOOT	2.65000	1256.10
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1	1000.45.20.3030.3035.3030.0000.0000.42150.			1256.10
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor
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 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

015 FREIGHT	1.00 EACH	500.00000	500.00
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Additional Description Notes

 PER YOUR QUOTE: TSL3901
 DATED 06.27.25
 SOURCEWELL#061323-MCD, 08.09.27
 Vendor Item
 Inventory Item/Loc 14009

1 1000.45.20.3030.3035.3030.0000.0000.42150.	500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028231-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 HISTORIC DEVELOPMENT
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 2ND FLOOR, LEFT OF ELEVATOR
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299497				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 HISTORIC DEVELOPMENT
 200 GOVERNMENT STREET
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 MOBILE, AL 36602
Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	15662.74
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.42150.		
FACILITY MAINTENANCE EXP	15662.74	226629.18
MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Unknown	08/13/25	SANDRA LEWIS	
Approved	08/13/25	DONALD ROSE	Auto approved by: 910518227
Approved	08/13/25	SANDRA LEWIS	
Approved	08/13/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/13/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	08/13/25	SAMANTHA COOLEY	Auto approved by: 910518227

Mohawk Carpet Distribution, LLC

Hard- and soft-surface commercial flooring with installation services

#061323-MCD

Maturity Date: 8/9/2027



- [Products & Services](#)
- [Buy Sourcewell](#)
- [Documents](#)
- [Contact Information](#)

Products & Services

Sourcewell contract 061323-MCD gives access to the following types of goods and services:

- Broadloom carpet (roll goods)
- Modular carpet (carpet tile)
- Resilient flooring (luxury vinyl tile/LVT, sheet vinyl)
- Rubber tile & rubber sheet
- Laminate & hardwood flooring
- Hospitality custom
- Turnkey installation services
- Woven broadloom
- Carpet planks
- Project management
- Sundries & accessories
- Quick ship & fast ship

Contact us

Have questions about a contract or cooperative purchasing?

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

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Register for an account

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

Search Suppliers & Contracts

- [General Contracts](#)
- [eZIQ Contracts](#)

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 Savant Learning Systems DBA Virtual Academy for one-year subscription renewal for police officer virtual training courses and support services.

Amount of Contract:

\$20,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250814 Savant Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Savant Learning Systems DBA Virtual Academy

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Savant Learning Systems DBA Virtual Academy for
one-year subscription renewal for police officer virtual training courses and support services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software and 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>27934</u>	2025	(1530) POLICE ADMIN SERVICES	ANNUAL SUBSCRIPTION RENEWAL FOR POLICE OFFICER VIRTUAL TRAINING COURSES AND SUPPORT SERVICES FOR MPD (BID EXEMPT AS SOFTWARE AND PROFESSIONAL SERVICES, PRICE BELOW BID REQUIREMENT)	\$20,000.00	<u>(297293)</u> <u>SAVANT</u> <u>LEARNING</u> <u>SYSTEMS DBA</u> <u>VIRTUAL</u> <u>ACADEMY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027934-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved
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Page 1

Vendor SAVANT LEARNING SYSTEMS DBA VIRTUAL 317 S LINDELL ST.	Ship To ACAPOLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MARTIN, TN 38237

MOBILE, AL 36606

Tel#7315144318

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	297293				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

INVOICE: VA15055

RENEWAL VIRTUAL ACADEMY TRAINING ACCOUNTS TO INCLUDE: FULL CATALOG
 -07/01/2025-08/01/2026; ALL TRAINING COURSES AVAILABLE AT TIME OF INVOICE;
 ***ALL NEW POST APPROVED TRAINING COURSES IMPLEMENTED DURING THE INVOICE
 PERIOD LISTED ABOVE ***DIGITAL DOCUMENT REPOSITORY ***COMMUNICATION MODULE
 ***24/7 TECH SUPPORT ***IMPLEMENTATION TRAINING AND GUIDES CUSTOMIZED,
 BRANDED TRAINING WEBSITE. INVOICE: VA12906 VIRTUAL ACADEMY APOSTC APPROVED
 TRAINING. THIS REPLACES AELECTS TRAINING.

001 VIRTUAL ACADEMY TRAINING ACCOUNTS TO INCLUDE: FULL CATALOG -08/01/2025-08/01/2026; ALL TRAINING COURSES AVAILABLE AT THE TIME OF INVOICE; ***ALL NEW POST APPROVED TRAINING COURSES IMPLEMENTED DURING THE INVOICE PERIOD LISTED ABOVE ***DIGITAL DOCUMENT REPOSITORY ***COMMUNICATION MODULE ***24/7 TECH SUPPORT *** IMPLEMENTATION TRAINING AND GUIDES CUSTOMIZED, BRANDED TRAINING WEBSITE RENEWAL	500.00 EACH	40.00000	20000.00
1 1000.30.15.1530.1530.1530.0000.0000.42140.			20000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027934-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor SAVANT LEARNING SYSTEMS DBA VIRTUAL 317 S LINDELL ST.	Ship To ACAPOLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MARTIN, TN 38237

Tel#7315144318

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	297293				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total	20000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42140.		
POLICE ADMIN SERVICES EXP	20000.00	1479760.77
MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	08/13/25	DONALD ROSE	Auto approved by: 9105fola
Approved	08/13/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/13/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/13/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	08/13/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	08/13/25	ANNE FOLEY	
Approved	08/13/25	JOHN PAINE	Auto approved by: 9105fola

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027934-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved
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Page 3

Vendor SAVANT LEARNING SYSTEMS DBA VIRTUAL 317 S LINDELL ST. MARTIN, TN 38237 Tel#7315144318	Ship To ACAPOLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	297293				POLICE ADMIN SERVICES

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

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 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 SHI International Corp for 21-month subscription renewal for Microsoft SQL Server software for MIT.

Amount of Contract:

\$17,056.80

Funding Source

General fund.

ATTACHMENTS:

1. 20250814 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 19 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for 21-month subscription renewal for Microsoft SQL Server software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$17,056.80

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software, price below bid requirement; AL state NASPO 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>27772</u>	2025	(5000) INFORMATION TECHNOLOGY	21-MONTH SUBSCRIPTION RENEWAL FOR MICROSOFT SQL SERVER SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIREMENT, AL STATE NASPO CONTRACT)	\$17,056.80	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027772-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/25	272641	07/21/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA NASPO CLOUD SOLUTIONS CONTRACT #AR2488 MA 240000004733 AND YOUR QUOTE #26427899.

001	EMAIL PO TO: MSSoutheastGov@SHI.COM SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: MA240000004733 Coverage Term: 8/1/2025 - 4/30/2027 Note: EA 89915246 - Upfront	4.00 EACH	3608.13000	14432.52
-----	---	--------------	------------	----------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			14432.52
---	--	--	--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027772-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/25	272641	07/21/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: MA240000004733 Coverage Term: 8/1/2025 - 4/30/2027 Note: EA 89915246 - Upfront	2.00 EACH	1312.14000	2624.28
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2624.28

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 17056.80

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	17056.80	1479760.77

Contract Header

Contract

Cloud Services Solutions AR2488

Supplier

SHI INTERNATIONAL CORP

Linked Solicitation

NA

Type

Master Agreement

Contract Code

MA240000004733

Sourcing Number

NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/8/2024

End Date

9/15/2026

Documents

Items

- [State of Alabama NASPO Cloud Services PA\(032224\).docx.pdf](#)
- [SHI NASPO Cloud Catalog - March 2024.xlsx](#)

Item Name	Product Code	UOM
Cloud Services Solutions AR4733	240000004733-01	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford F150 crew cab pickup truck for MIT

Amount of Contract:

\$39,610.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250812 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford F150 crew cab pickup truck for MIT
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$39,610.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28267</u>	2025	(F7000) MOTOR POOL	ONE 2025 FORD F150 CREW CAB PICKUP TRUCK FOR MIT. (AL STATE CONTRACT)	\$39,610.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028267-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD F-150 4x2 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x2, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING; BLACK PLATFORM RUNNING BOARDS-XL; TWO (2) EXTRA KEYS; ALL WEATHER RUBBER MATS; WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003128-14 Additional Description Notes ----- 2025 FORD F-150 4x2 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x2, 145" WHEELBASE,	1.00 EACH	39266.00000	39266.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028267-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
 Fax 334-613-5018

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

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
5.5'BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING; BLACK PLATFORM RUNNING BOARDS-XL; TWO (2) EXTRA KEYS; ALL WEATHER RUBBER MATS; WHITE IN COLOR AS REQUESTED BY 5000-MIT	1	1000.10.23.5000.5000.5000.0000.0000.45040.	39266.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028267-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002 FREIGHT	1.00 EACH	344.00000	344.00
Vendor Item Inventory Item/Loc 14009			
1 1000.10.23.5000.5000.5000.0000.0000.45040.			344.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford Explorer SUVs for MIT

Amount of Contract:

\$77,186.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250812 Stivers1 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford Explorer SUVs
for MIT
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$77,186.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28272</u>	2025	(F7000) MOTOR POOL	TWO 2025 FORD EXPLORER SUVS FOR MIT. (AL STATE CONTRACT)	\$77,186.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028272-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD EXPLORER AS FOLLOWS: K7D EXPLORER 2WD MODEL-"ACTIVE" W/2ND ROW BENCH;OXFORD WHITE EXTERIOR;SPACE GRAY INTERIOR PRICE REFLECTS \$1920.00 DISCOUNT FOR 2WD DRIVE OPTION AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003128-3 Additional Description Notes ----- 2025 OR NEWER FORD EXPLORER AS FOLLOWS: K7D EXPLORER 2WD MODEL-"ACTIVE" W/2ND ROW BENCH;OXFORD WHITE EXTERIOR;SPACE GRAY INTERIOR AS REQUESTED BY 5000-IT	2.00 EACH	38249.00000	76498.00
1 1000.10.23.5000.5000.5000.0000.0000.45040.			76498.00

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028272-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 2

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	2.00 EACH	344.00000	688.00
Vendor Item Inventory Item/Loc 14009			
1 1000.10.23.5000.5000.5000.0000.0000.45040.			688.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 77186.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.45040.	77186.00	1480712.05
INFORMATION TECHNOLOGY EXP FLEET VEHICLES		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028272-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45040. Review: Buyer: Status: Approved
---	---

Page 3

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

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

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
	Approved 07/28/25 MATTHEW ANDERSON			
	Approved 07/28/25 SHONNDA SMITH	Auto approved by:	910516584	
	Approved 07/28/25 CHERI BOUCHER	Auto approved by:	910516584	
	Approved 08/07/25 DONALD ROSE	Auto approved by:	9105paij	
	Approved 08/07/25 SANDRA LEWIS	Auto approved by:	9105paij	
	Approved 08/07/25 STEVEN KRONINGER	Auto approved by:	9105paij	
	Approved 08/07/25 JOHNNIE HARRUB	Auto approved by:	9105paij	
	Approved 08/07/25 SAMANTHA COOLEY	Auto approved by:	9105paij	
	Approved 08/07/25 ANNE FOLEY	Auto approved by:	9105paij	
	Approved 08/07/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford F150 Supercrew 4WD pickup trucks for Urban Forestry.

Amount of Contract:

\$86,754.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250812 Stivers2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford F150 Supercrew
4WD pickup trucks for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$86,754.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28314</u>	2025	(F7000) MOTOR POOL	TWO 2025 FORD F150 4WD SUPERCREW PICKUP TRUCKS FOR URBAN FORESTRY. (AL STATE CONTRACT)	\$86,754.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028314-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

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

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD F-150 4x4 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x4, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING; BLACK PLATFORM RUNNING BOARDS-XL; SPRAY -IN BED LINER (5-1/2") BED WHITE IN COLOR Additional Description Notes ----- 2025 FORD F-150 4x4 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x4, 145" WHEELBASE, 5.5' BED,	2.00 EACH	43205.00000	86410.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028314-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING; BLACK PLATFORM RUNNING BOARDS-XL; SPRAY -IN BED LINER (5-1/2") BED WHITE IN COLOR AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2018.2070.0000.0000.45040.			86410.00

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

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028314-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	344.00000	344.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2018.2070.0000.0000.45040.			344.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 86754.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.45040.	86754.00	678072.85
FORESTRY EXP		
FLEET VEHICLES		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028314-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.45040. Review: Buyer: Status: Approved
---	---

Page 4

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

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

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk	Comment		
	Approved 07/29/25 MATTHEW ANDERSON	Auto approved by: 910518244		
	Approved 07/29/25 SHONNDA SMITH			
	Approved 07/29/25 CHERI BOUCHER	Auto approved by: 910518244		
	Approved 07/29/25 MATTHEW ANDERSON	Auto approved by: 910518244		
	Approved 07/29/25 SHONNDA SMITH			
	Approved 07/29/25 CHERI BOUCHER	Auto approved by: 910518244		
	Approved 08/07/25 DONALD ROSE	Auto approved by: 9105paij		
	Approved 08/07/25 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 08/07/25 STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved 08/07/25 JOHNNIE HARRUB	Auto approved by: 9105paij		
	Approved 08/07/25 SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved 08/07/25 ANNE FOLEY	Auto approved by: 9105paij		
	Approved 08/07/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code	UOM	
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford Explorer XLT 4WD SUVs for Motor Pool.

Amount of Contract:

\$81,026.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250812 Stivers3 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford Explorer XLT
4WD SUVs for Motor Pool.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$81,026.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28315</u>	2025	(F7000) MOTOR POOL	TWO 2025 FORD EXPLORER XLT 4WD SUVS FOR MOTOR POOL (AL STATE CONTRACT)	\$81,026.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028315-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD EXPLORER AS FOLLOWS: K8D EXPLORER 4WD MODEL-"XLT" W/2ND ROW BENCH;OXFORD WHITE AS PER STATE OF ALABAMA CONTRACT T-1961 MA22000003218-3 Additional Description Notes	2.00 EACH	40169.00000	80338.00

2025 OR NEWER FORD EXPLORER AS FOLLOWS:

K8D EXPLORER 4WD MODEL-"XLT" W/2ND ROW BENCH;OXFORD WHITE

AS REQUESTED BY 7000-MOTOR POOL

1 1000.40.20.2070.2070.2070.0000.0000.45040.	80338.00
--	----------

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

002 FREIGHT	2.00 EACH	344.00000	688.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028315-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			688.00

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	81026.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	81026.00	86126.72
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028315-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 3

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

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

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/29/25 MATTHEW ANDERSON	Auto	approved by: 910518244	
Approved	07/29/25 SHONNDA SMITH			
Approved	07/29/25 CHERI BOUCHER	Auto	approved by: 910518244	
Approved	08/07/25 DONALD ROSE	Auto	approved by: 9105paij	
Approved	08/07/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	08/07/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	08/07/25 JOHNNIE HARRUB	Auto	approved by: 9105paij	
Approved	08/07/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	08/07/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	08/07/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
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Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
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Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
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Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford F250 4x4 SuperCrew pickup truck for Public Services Maintenance

Amount of Contract:

\$48,082.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250813 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford F250 4x4
SuperCrew pickup truck for Public Services Maintenance
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$48,082.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28393</u>	2025	(F7000) MOTOR POOL	ONE 2025 FORD F250 4X4 SUPER CREW PICKUP TRUCK FOR PUBLIC SERVICES MAINTENANCE (AL STATE CONTRACT)	\$48,082.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028393-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2026 FORD F250 SUPER CREW CAB 4X4 P/U AS FOLLOWS: XL 600 A, CREW CAB 4x4, 6.8L V8 PFI GAS ENGINE, 10 SPD AUTO TRANSMISSION, 6.75' BOX, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADIO, BLUETOOTH, REAR VIEW CAMERA, TRAILER TOW PACKAGE 4/7 PIN, TRAILER BRAKE CONTROLLER, OXFORD WHITE IN COLOR 99A 6.8L GAS ENGINE AS VINYL SEATS AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003218-22 Additional Description Notes ----- 2026 FORD F250 SUPER CREW CAB 4X4 P/U AS FOLLOWS: XL 600 A, CREW CAB 4x4, 6.8L V8 PFI GAS ENGINE, 10 SPD AUTO TRANSMISSION, 6.75' BOX, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADIO, BLUETOOTH, REAR VIEW CAMERA, TRAILER TOW PACKAGE 4/7 PIN, TRAILER BRAKE CONTROLLER, OXFORD WHITE IN COLOR AS REQUESTED BY 2086-PSM	1.00 EACH	47738.00000	47738.00
1 1000.40.20.2070.2090.2070.0000.0000.45040.			47738.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028393-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002 FREIGHT	1.00 EACH	344.00000	344.00
Vendor Item Inventory Item/Loc 14009			
1 1000.40.20.2070.2090.2070.0000.0000.45040.			344.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028393-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved
---	---

Page 3

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

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

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	292393				MOTOR POOL

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

Requisition Link

Requisition Total 48082.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	48082.00	
SANITATION EXP		
FLEET VEHICLES		

***** 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	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/07/25	DONALD ROSE	Auto approved by: 9105paij
Approved	08/07/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/07/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/07/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	08/07/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	08/07/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	08/07/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code	UOM	
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford Explorer 4WD SUVs for MFRD

Amount of Contract:

.\$76,908.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250813 Stivers1 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2025 Ford Explorer 4WD
SUVs for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$76,908.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28470</u>	2025	(1510) FIRE ADIMINISTRATION	TWO 2025 FORD EXPLORER 4WD SUVS FOR MFRD (AL STATE CONTRACT)	\$76,908.00	(292393) STIVERS <u>FORD LINCOLN</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028470-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/07/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes	2.00 EACH	37525.00000	75050.00

2026 FORD EXPLORER MODEL SERIES K8D ORDER CODE 100A Utility Vehicle - Ford Explorer Four Wheel Drive Active 100A Equipped w/ 2.3L EcoBoost 1-4 Engine, 10-Speed Transmission, Manual Liftgate, 17.9 Gallon Gas Tank, Class III Trailer Tow Package, 6-Way Power Driver's Seat, 4-Way Manual Passenger Seat, & 18" Silver Painted Aluminum Wheels w/ P255/65R18 All Season BSW Tires

AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003218-3
 Vendor Item
 Inventory Item/Loc 724

1 1000.30.15.1510.1522.1510.0000.0000.45040.	75050.00
--	----------

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028470-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/07/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 TRUCK SPORT UTILITY VEHICLE (SUV), OPTION AS FOLLOWS: Additional Description Notes -----	2.00 EACH	400.00000	800.00

Spare Tire, wheel, & Jack Kit (Deletes Standard Tire Inflator & Sealant Kit)
 Vendor Item
 Inventory Item/Loc 17139

1 1000.30.15.1510.1522.1510.0000.0000.45040.	800.00
--	--------

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

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

003 TRUCK SPORT UTILITY VEHICLE (SUV), OPTION AS FOLLOWS: Additional Description Notes -----	2.00 EACH	189.00000	378.00
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Ali-Weather Floor Mats (Dealer Installed)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028470-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
--	--	--------

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/07/25	292393				FIRE ADMINISTRATION

LN	Description / Account Vendor Item Inventory Item/Loc 17139	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45040.			378.00
	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			
004	FREIGHT	2.00 EACH	340.00000	680.00
	Additional Description Notes ----- 2026 FORD EXPLORER -- STATE CONTRACT T191 CONTRACT NUMBER: 220000003128-3 \$2.00 A MILE ONE WAY---170 MILES; \$340.00 x 2 Per quote 7-14-2025 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.45040.			680.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028470-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Approved	Page 4
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/07/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 76908.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45040.	76908.00	731311.54
FIRE SUPPRESSION DIV EXP		
FLEET VEHICLES		

***** 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	08/07/25	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	08/07/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	08/07/25	CHERI BOUCHER	Authorized by Chief Frank
Rejected	08/07/25	JOHN PAINE	NO LINE FOR DELIVERY

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code	UOM	
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for four 2025 Ford Maverick XLT AWD crew cab pickup trucks for Public Services Maintenance

Amount of Contract:

\$125,036.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250813 Stivers2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for four 2025 Ford Maverick XLT AWD crew cab pickup trucks for Public Services Maintenance
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$125,036.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28601</u>	2025	(F7000) MOTOR POOL	FOUR 2025 FORD MAVERICK XLT AWD CREW CAB PICKUP TRUCKS FOR PUBLIC SERVICES MAINTENANCE (AL STATE CONTRACT)	\$125,036.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028601-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

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

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER MAVERICK XLT CREW CAB AWD AS FOLLOWS: 302 A PACKAGE: OXFORD WHITE IN COLOR;CLOTH SEATS-BLUE;4-CORNER STROBES-WHITE FRONT/AMBER REAR ; TRAILER HITCH W/4 & 7 PIN CONNECTOR; SPRAY-IN BEDLINER WITH THE FOLLOWING OPTIONS: W8J MAVERICK 7B CLOTH SEATS 60B TRAILER HITCH RECEIVER W/4 & 7 PIN CONNECTOR ST1 4 CORNER LED STROBES SL1 SPRAY IN BEDLINER AS PER STATE OF ALABAMA CONTRACT T-191, MA220000003128-6 Additional Description Notes	4.00 EACH	30915.00000	123660.00

2025 OR NEWER MAVERICK XLT CREW CAB AWD AS FOLLOWS:

302 A PACKAGE: OXFORD WHITE IN COLOR;CLOTH SEATS-BLUE;4-CORNER STROBES-WHITE
 FRONT/AMBER REAR ; TRAILER HITCH W/4 & 7 PIN CONNECTOR; SPRAY-IN BEDLINER

WITH THE FOLLOWING OPTIONS:

W8J MAVERICK

7B CLOTH SEATS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028601-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	60B TRAILER HITCH RECEIVER W/4 & 7 PIN CONNECTOR			
	ST1 4 CORNER LED STROBES			
	SL1 SPRAY IN BEDLINER			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			123660.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	4.00 EACH	344.00000	1376.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			1376.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028601-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 125036.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	125036.00	86126.72
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	08/05/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/05/25	SHONNDA SMITH	
Approved	08/05/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/05/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/05/25	SHONNDA SMITH	
Approved	08/05/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/07/25	DONALD ROSE	Auto approved by: 9105paij

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for five 2025 Ford F150 4x4 SuperCrew pickup trucks for Motor Pool.

Amount of Contract:

\$226,545.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250813 Stivers3 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 19 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 Stivers Ford Lincoln Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for five 2025 Ford F150 4x4 SuperCrew pickup trucks for Motor Pool.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$226,545.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28602</u>	2025	(F7000) MOTOR POOL	FIVE 2025 FORD F150 4X4 SUPERCREW PICKUP TRUCKS FOR MOTOR POOL (AL STATE CONTRACT)	\$226,545.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028602-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD F150 SUPERCREW 4x4 PICKUP AS FOLLOWS: 5.0L V8 ENGINE, 10-SPD AUTO, 4x4, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17" SILVER STEEL WHEELS; FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; PRIVACY GLASS; 4 CORNER LED STROBE LIGHTS;SPRAY IN BED LINER (5 1/2" BED) OPTIONS 995 5.0 ENGINE 924 PRIVACY GLASS LED 4-CORNER STROBES SL1 SPRAY IN BED LINER AS PER STAT EOF ALABAMA CONTRACT T-191 MA220000003128-15 Additional Description Notes	5.00 EACH	44965.00000	224825.00

2025 OR NEWER FORD F150 SUPERCREW 4x4 PICKUP AS FOLLOWS:

5.0L V8 ENGINE, 10-SPD AUTO, 4x4, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17" SILVER STEEL WHEELS; FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; PRIVACY GLASS; 4 CORNER LED STROBE LIGHTS;SPRAY IN BED LINER (5

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028602-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	1/2" BED)			
	OPTIONS			
	995 5.0 ENGINE			
	924 PRIVACY GLASS			
	LED 4-CORNER STROBES			
	SL1 SPRAY IN BED LINER			
	AS REQUESTED BY 7000-MOTOR POOL			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			224825.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	5.00 EACH	344.00000	1720.00
	Vendor Item			
	Inventory Item/Loc 14009			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028602-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.2070.2070.2070.0000.0000.45040.			1720.00

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	226545.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	226545.00	86126.72
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	08/05/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/05/25	SHONNDA SMITH	
Approved	08/05/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/05/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/05/25	SHONNDA SMITH	
Approved	08/05/25	CHERI BOUCHER	Auto approved by: 910518244

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tarkett USA Inc for replacement flooring for 2900 Dauphin St for Architectural Engineering.

Amount of Contract:

\$31,332.19

Funding Source

Capital project - 2900 Dauphin St Reno & Misc Repairs

ATTACHMENTS:

1. 20250814 Tarkett Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 19 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 Tarkett USA Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tarkett USA Inc for replacement flooring for 2900 Dauphin
St for Architectural Engineering.
Capital project - 2900 Dauphin St Reno & Misc Repairs

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$31,332.19

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28494</u>	2025	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR 2900 DAUPHIN ST FOR ARCHITECTURAL ENGINEERING (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	31,332.19	<u>(296490)</u> <u>TARKETT USA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028494-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 1

Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

DALTON, GA 30721

Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER YOUR QUOTE 979619 AND THE SOURCEWELL CONTRACT 061323-TFU
 PLEASE CONTACT JODY RUSSELL @ 251-605-4921. 24 HOURS BEFORE DELIVERY.
 LOCATION OF DELIVERY 2900 DAUPHIN STREET, MOBILE, ALA 36606.

001 EDGE EDIT ETHOS OMNICOAT MODULAR TILE 24X24 COLOR ARMOR	373.36 YARD	22.00000	8213.92
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1 2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.		8213.92
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
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002 C-EX MODULAR TILE ADHESIVE - 4 GAL	6.00 EACH	126.52000	759.12
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08/01/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			759.12
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
003	C-36E FLOOR PRIMER -4 GAL	6.00 EACH	63.68000	382.08
1	2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			382.08

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08/01/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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 MOBILE, AL 36644

004 CARPET INSTALLATION - MODULAR TILE	350.00 YARD	8.34000	2919.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			2919.00
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

005 INSTALL PRIMER	350.00 FT	0.94000	329.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			329.00
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

006 LVT-FURNISH & INSTALL	450.00 FT	9.35000	4207.50
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1 2000.80.00.0000.0000.0000.0000.48010.			
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0892	.CONSTRUCTN.			4207.50

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007	6" RUBBER/VINYL COVE BASE FURNISH & INSTALL	906.00 FT	4.26000	3859.56
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1	2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			3859.56
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

008	SUBFLOOR PREP LABOR (SKIMCOAT)	3372.00 FT	0.26000	876.72
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1	2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			876.72
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009	SUBFLOOR PREP MATERIALS	3372.00 FT	0.95000	3203.40
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			3203.40
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
010	HOURLY LABOR (FOR ANY SERVICE NOT OTHERWISE LISTED ON THIS PRICE LIST)	28.00 HOUR	206.71000	5787.88
1	2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			5787.88

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028494-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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08/01/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
011 TRANSITION STRIPS AND LABOR	32.00 FT	4.29000	137.28
1 2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.			137.28

Ship To
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
012	PROVIDE AND PERFORM MOISTURE TESTING 1 2000.80.00.0000.0000.0000.0000.48010. E C0892 .CONSTRUCTN.	3.00 EACH	218.91000	656.73 656.73

Ship To
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[Requisition Link](#)

Requisition Total 31332.19

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028494-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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08/01/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0892	.CONSTRUCTN.		31332.19	262540.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	31332.19	1479760.77
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	08/07/25	CARLEEN STOUT	approved!
Approved	08/07/25	CHAD HOLM	Auto approved by: 910518486
Approved	08/08/25	BRENDA RHODES	Auto approved by: 910514227
Approved	08/08/25	TIFFANY HOLLINS	
Approved	08/08/25	RELYA MALLORY	Auto approved by: 910514227
Approved	08/14/25	DONALD ROSE	Auto approved by: 910518227
Approved	08/14/25	SANDRA LEWIS	
Approved	08/14/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/14/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	08/14/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/14/25	ANNE FOLEY	Auto approved by: 910518227
Approved	08/14/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

Tarkett

Solution SPECtrum Flooring

#061323-TFU

Maturity Date: 8/9/2027

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

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

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 061323-TFU gives access to the following types of goods and services:

- Modular flooring
- Broadloom flooring
- Woven flooring
- Single-source design and technology
- Environmental leadership
- Coordinated styles
- Extensive color ranges
- Variety of patterns and textures

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Register for an account

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

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Authorize Municipal Sales and Use Tax Exemption Certificate for Mobile River Bridge

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION. Mobile Bridge Tax Exempt
2. Memo.Mobile River Bridge Amberger
3. Code of Ala. _ 23-2-153
4. Code of Ala. _ 40-9-14.1

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

A RESOLUTION AUTHORIZING ISSUANCE OF A MUNICIPAL SALES AND USE TAX EXEMPTION CERTIFICATE FOR THE MOBILE RIVER BRIDGE & BAYWAY PROJECT (Ala. Code § 23-2-153(e))

WHEREAS, § 23-2-153(e) allows exemption of local sales/use tax on incorporated materials for qualified toll projects upon approval by resolution, and § 23-2-153(h)(1) subjects use to § 40-9-14.1 reporting/penalties; and

WHEREAS, no contract has been awarded and the Council intends to provide advance authorization for prompt issuance post-award;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile hereby authorizes the following:

1. Approval. The Revenue Department is authorized to issue a municipal sales and use tax exemption certificate for the Project under § 23-2-153(e).
2. Use & Conditions. The certificate may be used only for tangible personal property that becomes a permanent part of the Project, by the design-builder/concessionaire and contractors/subcontractors designated by the Revenue Director. Issuance/use require: (a) an ALDOR project exemption certificate on file; (b) compliance with § 40-9-14.1 reporting/records; (c) vendor invoices referencing the municipal certificate number and jobsite. The Revenue Director may update the authorized-user roster and suspend/revoke for misuse or noncompliance.
3. Limits & Term. This does not exempt taxes/fees excluded by law (including § 23-2-153(b)), nor business license, permit, or inspection fees, nor state income taxes. The certificate applies only to City of Mobile sales/use tax within the City's tax jurisdiction, expires at substantial completion or on an earlier date set by the Revenue Director, and this Resolution is effective immediately upon adoption.

Adopted: _____

City Clerk



DATE: August 14, 2025

TO: Honorable Mayor and Members of the Mobile City Council

FROM: Nick Amberger, Executive Director, Engineering and Infrastructure

RE: Resolution Authorizing Issuance of a Municipal Sales & Use Tax Exemption Certificate - Mobile River Bridge & Bayway (Ala. Code § 23-2-153(e))

Overview.

The attached resolution provides advance Council approval, as required by **Ala. Code § 23-2-153(e)**, for the City's Revenue Department to issue a **municipal sales and use tax exemption certificate** for the Mobile River Bridge & Bayway project once a design-builder/concessionaire is selected. This authorization enables timely issuance when requested post-award.

Key points.

- The exemption applies only to **tangible personal property incorporated permanently** into the project.
- Use of any certificate is subject to **§ 23-2-153(h)(1)** and the reporting/penalty provisions of **§ 40-9-14.1**.
- Taxes/fees excluded by law—including those listed in **§ 23-2-153(b)**—and items such as business license taxes and permit/inspection fees are **not** exempt.
- **No contracts have been awarded yet**; Revenue will issue and administer the certificate after receiving the ALDOR project exemption documentation and will maintain/update the authorized-user roster. Vendors must reference the certificate number on invoices. The certificate may be revoked for misuse and will expire at substantial completion or an earlier date set by the Revenue Director.

Fiscal note.

No immediate fiscal impact. Any future impact is limited to City sales/use tax on qualifying incorporated materials and will be tracked by Revenue.

Recommendation.

Adopt the resolution.

Attachments:

1. Resolution (advance authorization)
2. Statutory excerpts (Ala. Code §§ 23-2-153(e), 23-2-153(h)(1), 40-9-14.1)

Code of Ala. § 23-2-153

*** Current through Acts 2025-1 through 2025-456 of the 2025 Regular Session, excluding corrections and changes made to the 2025 session laws by the Code Commissioner. ***

Michie's™ Alabama Code > **TITLE 23 Highways, Roads, Bridges, and Ferries**
(Chs. 1 — 8) > **CHAPTER 2 Toll Roads, Bridges, and Ferries (Arts. 1 — 6)** >
Article 5 Alabama Toll Road, Bridge and Tunnel Authority (§§ 23-2-140 — 23-2-163)

§ 23-2-153. Exemption from taxation.

(a) The exercise of the powers granted by this article shall be in all respects for the benefit of the people of the state, for the increase of their commerce and prosperity, and for the improvement of their health and living conditions. Since the ownership, operation, and maintenance of toll road, bridge, or tunnel projects by the authority will constitute the performance of essential functions, the authority, department, and any concessionaire, or any contractor, subcontractor, or agent thereof, shall not be required to pay the taxes or assessments as specifically authorized in this section upon any toll road, bridge, or tunnel project or any property acquired or used by the authority, department, or any concessionaire under this article.

(b) An income, excise, or license tax or assessment may not be levied upon or collected in the state with respect to any corporate activities of the authority or the department or any of their revenues, income, or profit. The exemptions provided in this section do not extend to the taxes or fees levied under Division 1 of Article 5 of Chapter 17 of Title 8; Chapter 17 of Title 40; or the Rebuild Alabama Act (Act 2019-2, 2019 Regular Session).

(c) No ad valorem tax or assessment for any public improvement shall be levied upon or collected in the state with respect to any toll road, bridge, or tunnel project during any time that title to the toll road, bridge, or tunnel project is held by the authority or the department and any time that title to the toll road, bridge, or tunnel project is retained by the authority or the department pursuant to a lease with a concessionaire.

(d) No privilege or license taxes or assessments payable with respect to the recording or filing for record of any mortgage, deed, or other instrument, including, but not limited to, the privilege taxes under Chapter 22 of Title 40, shall be levied, charged, or collected in connection with the recording or filing for record of any mortgage, deed, or other instrument evidencing a conveyance to or the creation of any property interest in the authority or the department, any agreement or instrument to which the authority or the department is a party, or any mortgage, deed, or other instrument evidencing a conveyance from the authority or the department to another party or the creation by the authority or the department of any property interest in another party.

(e) Any tangible personal property which will become a permanent part of a project constructed by the authority, department, or any concessionaire, or any contractor, subcontractor, or agent thereof, shall be exempt from taxation and assessment, including sales or use taxes. However, any concessionaire, or contractor, subcontractor, or agent thereof, seeking an exemption of county or municipal sales or use taxes for itself or its contractors, subcontractors or agents, under the authority granted herein, shall receive an exemption certificate approved by resolution of the affected county or municipality.

(f) The authority, department, or any concessionaire, or any contractor, subcontractor, or agent thereof, shall be exempt from any tax imposed by [Section 40-23-50](#) for the gross proceeds of the sale of materials or the gross receipts of services that are related to the construction of any project under this section.

(g) The interest paid or accrued on all bonds, notes, or other obligations issued by the authority shall be free from taxation by the state or a county, municipality, or other political subdivision or instrumentality thereof.

(h)

(1) The Department of Revenue shall issue a certificate of exemption to the authority, the department, a concessionaire, or any contractor, subcontractor, or agent thereof, for each toll road, bridge, or tunnel project for the purchase of building materials, construction materials and supplies, and other tangible personal property that becomes part of the project. Any use of the certificate issued under the authority of this subsection and subsection (e) shall be subject to the reporting and penalty provisions of [Section 40-9-14.1](#). Any holder or user of such certificate shall maintain an accurate accounting of the purchase and use of the property and shall file, in a manner prescribed by the Department of Revenue, reports of all such purchases.

(2) It is the intent of the Legislature for this subsection to lower the administrative cost for the authority, department, and each concessionaire, and any contractor, subcontractor, or agent thereof, for toll road, bridge, or tunnel projects.

(i) Nothing in this section exempts any concessionaire, or any contractor, subcontractor, or agent thereof, from state income taxes.

(j) The Department of Revenue may adopt rules to implement, administer, and provide for accurate accounting and enforcement of this section.

History

Acts 1980, No. 80-691; [Acts 2019, No. 19-471](#), § 1, effective June 9, 2019.

Annotations

Notes

Amendment Notes

The 2019 amendment added the (a) designation; in (a), substituted “shall be” for “will be” in the first sentence, in the second sentence, added “ownership” and “department, and any concessionaire, or any contractor, subcontractor, or agent thereof,” and substituted “the taxes or assessments as specifically authorized in this section” for “any taxes or assessments” and “department, or any concessionaire under this article” for “under the provisions of this article or upon the income therefrom,” and deleted the former last sentence; added (b) through (j); and made stylistic changes.

NOTES TO DECISIONS

Cited in

[Ex parte Emerald Mt. Expressway Bridge, L.L.C., 856 So. 2d 834, 2003 Ala. LEXIS 87 \(2003\).](#)

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Code of Ala. § 40-9-14.1

*** Current through Acts 2025-1 through 2025-456 of the 2025 Regular Session, excluding corrections and changes made to the 2025 session laws by the Code Commissioner. ***

Michie's™ Alabama Code > **TITLE 40 Revenue and Taxation (Chs. 1 — 31)**
> **CHAPTER 9 Exemptions from Taxation and Licenses (Arts. 1 — 3)** > **Article 1**
General Provisions (§§ 40-9-1 — 40-9-39.4)

§ 40-9-14.1. Materials tax exemption for governmental entities projects.

(a) For the purposes of this section, the term governmental entity means the State of Alabama and its political subdivisions, including a county, a municipality, an industrial or economic development board or authority, airport authority, and any public water or sewer authority, district, system, or board that otherwise is sales and use tax exempt. A governmental entity shall also include an educational institution of any of the foregoing Alabama political subdivisions including a public college or university, a county or city board of education, and the State Board of Education.

(b)

(1) The Department of Revenue shall issue a certificate of exemption to the governmental entity for each tax exempt project.

(2) The Department of Revenue shall grant a certificate of exemption from state and local sales and use taxes to any contractor licensed by the State Licensing Board for General Contractors, or any subcontractor working under the same contract, for the purchase of building materials, construction materials and supplies, and other tangible personal property that becomes part of the structure that is the subject of a written contract for the construction of a building or other project for and on behalf of a governmental entity which is exempt from the payment of sales and use taxes.

(c) The use of a certificate of exemption for the purchase of tangible personal property pursuant to this section shall include only tangible personal property that becomes part of the structure that is the subject of the construction contract. Any contractor or subcontractor purchasing any tangible personal property pursuant to a certificate of exemption shall maintain an accurate cost accounting of the purchase and use of the property in the construction of the project.

(d) A contractor who has an exemption from sales and use tax for the purchase of materials to use on a government project shall file, in a manner as prescribed by the department, reports of all exempt purchases. The reports shall be filed as a prerequisite to renewal of a certificate of exemption.

(e)

(1) The department may assess any contractor or subcontractor with state and local sales or use taxes on any item purchased with a certificate of exemption not properly accounted for and reported as required.

(2) Any contractor or subcontractor who intentionally uses a certificate of exemption in violation of this section, in addition to the actual sales or use tax liability due, shall be subject to a civil penalty levied by the department in the amount of not less than two thousand dollars (\$2,000) or two times any state and local sales or use tax due for the property and, based on the contractor's or subcontractor's willful misuse of the certificate of exemption, may be barred from the use of any certificate of exemption on any project for up to two years.

- (f) The department may adopt rules to implement this section in order to effectuate the purposes of this section and to provide for accurate accounting and enforcement of this section.
- (g) In bidding the work on a tax exempt project, the bid form shall provide for an accounting for the tax savings.
- (h) The intent of this section is to lower the administrative cost for the governmental entity, contractor, and subcontractor for public works projects. It is not the intent of this section to change the basis for determining professional services from fair market value, which may include sales and use taxes.
- (i)
- (1) Except as provided for a contract for the construction of a highway, road, or bridge as provided in subdivision (2), this section shall be operative for contracts entered into with governmental entities as defined in subsection (a), not including public water or sewer authorities, districts, systems, or boards that otherwise are sales and use tax exempt, on January 1, 2014, or thereafter, and shall not apply to any contract entered into prior to January 1, 2014. This section shall be operative for contracts entered into with public water or sewer authorities, districts, systems, or boards that otherwise are sales and use tax exempt on January 1, 2019, and thereafter, and shall not apply to any contract entered into with such entities prior to January 1, 2019. In addition, this section shall not apply to any contract change orders or contract extensions, including revised, renegotiated, or altered contracts, when the original contract was entered into prior to January 1, 2014, with a governmental entity. Nor shall this section apply to any contract change orders or contract extensions, including revised, renegotiated, or altered contracts with any public water or sewer authority, district, system, or board that otherwise is sales and use tax exempt, when the original contract was entered into prior to January 1, 2019.
- (2) This section shall be operative for any contracts with a governmental entity defined in subsection (a) for the construction of a highway, road, or bridge entered into on or after January 1, 2022, and shall not apply to any contracts for the construction of a highway, road, or bridge entered into prior to January 1, 2022, nor shall this section apply to any contract change order or contract extensions, including revised, renegotiated, or altered contracts, when the original contract was entered into prior to January 1, 2022.
- (j) The Department of Revenue may adopt rules to implement this section.

History

[Acts 2013, No. 13-205](#), §§ 1, 2, Oct. 1, 2013; [Acts 2018, No. 18-234](#), § 1, effective June 1, 2018; [Acts 2021, No. 21-298](#), § 2, effective April 27, 2021; [Acts 2021, No. 21-372](#), § 1, effective October 1, 2021.

Annotations

Notes

Effective Dates

[Acts 2013, No. 13-205](#), effective October 1, 2013.

Amendment Notes

The 2018 amendment added “any public water or sewer authority, district, system, or board that otherwise is sales and use tax exempt” in the first sentence of (a); in (i), added “with governmental entities as defined in subsection

(a), not including public water or sewer authorities, districts, systems, or boards that otherwise are sales and use tax exempt, on” in the first sentence, added the second sentence, added “with a governmental entity” in the third sentence, added the second to the last sentence and deleted “after October 1, 2013” at the end; and made a related change.

The 2021 amendment by Acts 2021, No. 21-298, added “airport authority” in the first sentence of (a).

The 2021 amendment by Acts 2021, No. 21-372, deleted “not to include any contract for the construction of any highway, road, or bridge” following “other project” in (b)(2); in (i), added “Except as provided for a contract for the construction of a highway, road, or bridge as provided below” at the beginning and added the last sentence; and redesignated former last sentence of (i) as (j).

Research References & Practice Aids

Research References and Practice Aids

Related Statutes

[Acts 2021, No. 21-298](#), § 1: “Notwithstanding any other provision of law, beginning January 1, 2020, all airport authorities established pursuant to Chapter 3 of Title 4 of the Code of Alabama 1975, or by local law and contracts entered into by airport authorities on or after January 1, 2020, are exempted from paying any state, county, and municipal sales and use tax.”

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 19, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

\$0.00

Funding Source

ATTACHMENTS:

1. Anglebrook Subdivision Resolution and ROW Sketch Aug 2025

REVIEWERS:

Jessica White

John Forrester

Cherlina Monteiro

James Barber

RESOLUTION

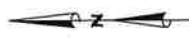
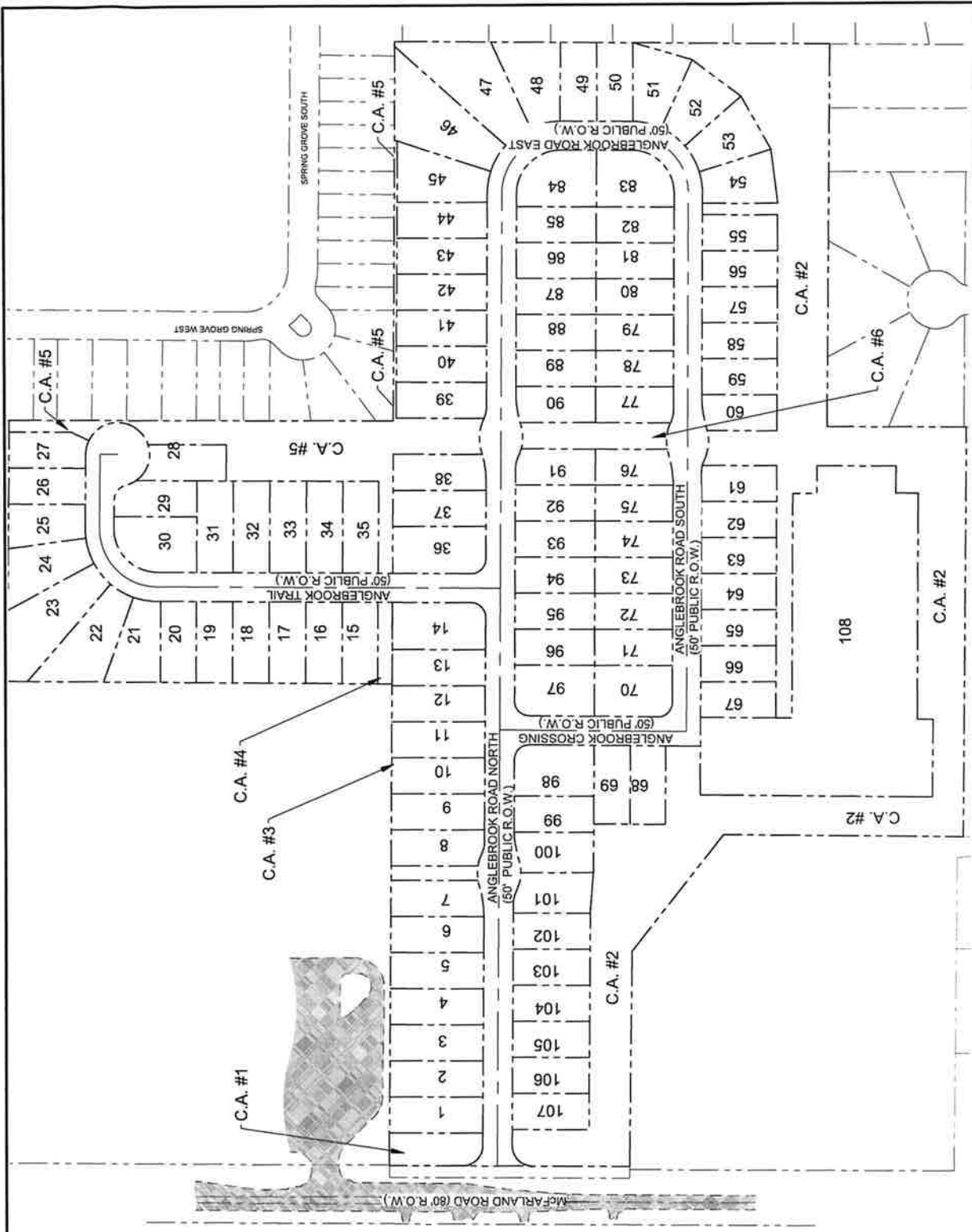
Sponsored by: Mayor William S. Stimpson

WHEREAS D.R. Horton, Inc., as developer of Anglebrook Subdivision, has requested acceptance by the City of Mobile of the streets in Anglebrook Subdivision, said streets being named “**Anglebrook Rd. N., Anglebrook Rd. S., Anglebrook Rd. E., Anglebrook Crossing, and Anglebrook Trail**”, as public streets within the boundaries of the City of Mobile.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the streets “**Anglebrook Rd. N., Anglebrook Rd. S., Anglebrook Rd. E., Anglebrook Crossing, Anglebrook Trail**” of Anglebrook Subdivision (the legal description of which is shown on the attached Anglebrook Subdivision RIGHT OF WAY Sketch Map), together with the drainage structures in, and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are a part of or are located in the streets (curbs and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located on the right of way.

Adopted:

City Clerk



DESCRIPTION OF RIGHT OF WAY TO BE DEDICATED TO THE CITY OF MOBILE, ALABAMA (ANGLEBROOK ROAD NORTH, ANGLEBROOK ROAD SOUTH, ANGLEBROOK ROAD EAST, ANGLEBROOK CROSSING, AND ANGLEBROOK TRAIL):

ALL OF THE PROPOSED RECORD PLAT OF ANGLEBROOK TO BE RECORDED IN THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE PROPOSED LOTS 1 - 108, COMMON AREA #1, COMMON AREA #2, COMMON AREA #3, COMMON AREA #4, COMMON AREA #5, AND COMMON AREA #6 OF SAID PROPOSED RECORD PLAT OF ANGLEBROOK.

NUMBER	REVISION	DATE			SECTION 2, T5S-R3W, MOBILE COUNTY, AL ANGLEBROOK SKETCH OF RIGHT OF WAY DEDICATION	SCALE: 1"=40' DATE: APRIL 2025 DRAWN BY: RT CHECKED BY: TL SHEET: 1 OF 1