



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, September 2, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Legear, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. COMMUNICATIONS FROM THE MAYOR

7. ADOPTION OF THE AGENDA

8. APPEALS

Request of Mandi Cameron for a waiver of the Noise Ordinance at 2103 Airport Boulevard on October 5, 2025, from 11:00 a.m. - 6:00 p.m. (District 2).

Request of SAFE 5k Runner for a waiver of the Noise Ordinance at Mardi Gras Park on November 11, 2025, from 6:45 a.m. - 8:30 a.m. (District 2).

Request of Elizabeth Hart Williams for a waiver of the Noise Ordinance at the Fort

Conde Inn on April 10, 2027, from 6:30 p.m. - 11:00 p.m. (District 2).

Request of Jonni Crowe for a waiver of the Noise Ordinance at Arlington Park on September 20, 2025, from 8:00 a.m. - 2:00 p.m. (District 3).

9. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Cathy O'Keefe - request the Council's assistance regarding the rezoning appeal for property located on Airport Blvd. between Dogwood Dr. and Summit Dr.

10. ORDINANCES HELD OVER

64-045 Consider rezoning property located at 4421 Government Boulevard from R-1 to B-3 (sponsored by Councilmember Reynolds).

11. RESOLUTIONS HELD OVER

01-1120 Authorize revised Solid Waste Disposal Authority Landfill Accounting Agreement (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1123 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 3 Ford Bronco SUVs for Municipal Enforcement; \$92,200.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1124 Approve purchase order to Sansom Equipment Co., Inc. for side load garbage truck for Sanitation Dept.; \$398,360.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1126 Approve purchase order to VC3, Inc. for annual renewal of cybersecurity, backup, and disaster recovery software and services for MIT; \$125,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1127 Authorize contract with South Alabama Regional Planning Commission to provide necessary services for Parks & Rec. Dept.; \$152,676.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1128 Authorize contract with Volkert, Inc. for Riverwalk Plaza Intersection Improvements and RSA Park; \$829,923.0 (sponsored by Council member Carroll and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

12. CONSENT RESOLUTIONS BEING INTRODUCED

09-1130 Transfer funds from the Mayor's discretionary account to Mobile Convention Center to assist with the Hall of Fame Walk event and declare said transfer serves a public purpose (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

27-1131 Declare the results of the August 26, 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

37-1132 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Broad Street Food Mart; 501 S. Broad Street (sponsored by Councilmember Small).

37-1133 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Locals; 4450 Old Shell Rd. (sponsored by Councilmember Daves).

58-1134 Authorize removal of weeds, Weed Lien Group 1667.

60-1135 Determine an appropriation to CC's Classic Catering, LLC serves a public purpose and approve payment (sponsored by City Council and Mayor Stimpson).

60-1136 Determine an appropriation to Mobile Bay Area Veteran's Commission serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

03-1155 Appoint Timothy Hollis to the Citizens Parks and Recreation Advisory Committee (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

13. RESOLUTIONS BEING INTRODUCED

08-1137 Approve purchase order to Howard Industries, Inc. for surveillance cameras for Public Safety; \$51,502.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1138 Approve purchase order to Reconview, LLC for solar-powered security camera trailer; \$38,417.45 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1139 Approve purchase order to Spire, LLC for professional media placement services for Events Dept.; \$22,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1140 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford pickup truck for Traffic Eng. Dept.; \$56,650.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1141 Approve purchase order to Sunsouth, LLC for 5 John Deere mowers for Public Services Dept.; \$83,980.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1142 Approve purchase order to Sunsouth, LLC for 5 John Deere mowers for Public Services Dept.; \$93,490.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1143 Approve purchase order to Sunsouth, LLC for 2 John Deere utility vehicles for Motor Pool; \$34,219.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1144 Approve purchase order to UKG Kronos Systems, LLC for annual renewal of timekeeping software for MFRD; \$44,022.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1145 Authorize various amendments, reallocations, appropriations, and transfers to the FY 2025 General Fund Budget (sponsored by Mayor Stimpson) (submitted by Scott Colling, Finance Director).

09-1146 Transfer funds from Deferred Revenues Fund to Capital account Copeland Cox Tennis Center in support of the United States Tennis Association Grant; \$112,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1147 Authorize contract with D.L. Dyess MD, LLC for Medical Director services for MFRD; NTE \$50,000.00 (sponsored by Mayor Stimpson) (submitted by Interim Chief Barry Glisson, MFRD).

21-1148 Authorize contract with Marion's Painting Contractors, LLC for 311 Call Center interior painting; \$21,500.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1149 Authorize contract with Port City Transit, LLC for services to operate City's transit system; \$12,100,000.00 per year (sponsored by Mayor Stimpson) (submitted by Don Rose, Purchasing Dept.).

21-1150 Authorize contract with Protec Video for the deployment and management

of technology, training, and consulting services; \$695,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Dept.).

21-1151 Authorize contract with SPV Associates Inc, d/b/a OnIndus, for services related to the implementation of the City's Project Management program; \$185,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1152 Authorize contract with Tinker Imagineers B.V. for professional museum exhibit design, production, and installation services for the National Maritime Museum; NTE \$2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Karen Poth, National Maritime Museum).

60-1153 Determine appropriation to the 2025 National Community Development Association Region IV Conference serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by James Roberts, Community Housing Development).

14. CALL FOR PUBLIC HEARINGS

41-1154 Call for public hearing to consider adoption of the 2025-2026 General Fund and Capital Improvement Fund budgets (scheduled for September 9, 2025)

15. 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: Mandi Cameron

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-423-2634

Organization (if applicable) Pop's Midtown

Mailing Address of Applicant 2103 Airport Blvd. Mobile, AL 36606

Telephone No. 251-308-8441 E-mail address mandi@popsmidtown.com

Location or address of event where amplification will be used:

2103 Airport Blvd. Mobile, AL 36606

Date of Event: 10/05/25 Starting Time: 11AM Ending Time 6PM

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

Type of Event: Fall Festival

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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(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.

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Name of Applicant: Marcia Baldwin on behalf of SAFE 5k Runner
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 727-465-8995

Organization (if applicable) SAFE Association

Mailing Address of Applicant 274 Pebble Beach Drive, Creswell, OR 97426

Telephone No. 541-895-3012 E-mail address admin@safeassociation.com

Location or address of event where amplification will be used:

Mardi Gras Park, 104-148 S. Royal St., Mobile, AL

Date of Event: 11/5/2025 Starting Time: 6:45am Ending Time 8:30 am

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

Type of Event: run/walk

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

Music containing obscene language or profanity is prohibited

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

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

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

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

Name of Applicant: Elizabeth Hart Williams
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2513001512

Organization (if applicable) _____

Mailing Address of Applicant 4591 Hawthorne Place, Mobile AL 36608

Telephone No. _____ E-mail address hartwilliams14@icloud.com

Location or address of event where amplification will be used:

Fort Conde Inn - 165 St Emanuel St, Mobile, AL 36602

Date of Event: 4/10/2027 Starting Time: 6:30 PM Ending Time 11:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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(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

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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: Jonni Crowe

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-395-2839 Cell Number: 251-395-2839

Organization (if applicable) Airbus

Mailing Address of Applicant 320 Airbus Way, Mobile, AL 36615

Telephone No. 251-395-2839 E-mail address jonni.crowe@airbus.com

Location or address of event where amplification will be used:

Arlington Park - 1705 S. Broad Street, Mobile, AL 36615

Date of Event: Sept. 20, 2015 Starting Time: 8am Ending Time 2pm

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

Type of Event: Coastal Clean Up Check Point: (music 10-2)

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

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, August 28, 2025 1:36:57 PM

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

Name: Cathy O'Keefe

Date To Address Council: 2025-08-28

Address: 5713 Vendome Drive South Mobile, AL 36609

Email: cathyokeefe.usa@gmail.com

Phone: 251-622-5975

Subject And Specific Questions: Subject: The City Council's denial of rezoning properties on Airport Blvd. between Dogwood Drive and Summit Drive from R1 to B1

Pertain To City Business: We are requesting the Council's assistance regarding a rezoning appeal that overturned the Council's prior unanimous decision without notice to either the neighbors or this Council.

Signature: Cathy O'Keefe

Signature Verify: X

Agree: X

Date Submitted: 2025-08-28 13:36:52

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

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

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

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

LOT 1, HAGAN FENCE COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 120 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, to **B-3, Community Business Suburban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District**, until 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:

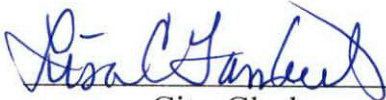
Lisa Lambert, City Clerk

**Steve Trawick, Hagan Storm Fence of Mobile, Inc.
4421 Government Boulevard
Council District 4
Ben Reynolds**

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: JUL 22 2025



City Clerk

Notice of Public Hearing to Consider Rezoning
Property located at 4421 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 27th day of August, 2025, at 10:30 a.m., to consider adoption of an ordinance to consider rezoning property located at 4421 Government Boulevard from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 1, HAGAN FENCE COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 120 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District, until 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 27th day of August, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 30th day of July, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4421 Government Boulevard**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **B-3, Community Business Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-3 districts until the following conditions have been complied with: 1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and, 2. Full compliance with all other municipal codes and ordinances.

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



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

July 17, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 20, 2025, considered the request of **Steve Trawick, Hagan Storm Fence of Mobile, Inc.** for a change in zoning from **R-1, Single-Family Residential Suburban District**, to **B-3, Community Business Suburban District**, for the property located at **4421 Government Boulevard**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Steve Trawick, Hagan Storm Fence of Mobile, Inc.
4423 Government Boulevard
Mobile, Alabama 36693

Re: 4421 Government Boulevard
ZON-UDC-003241-2025
Steve Trawick, Hagan Storm Fence of Mobile, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

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

At its meeting on March 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined that the following criteria prevail to support Rezoning of the property to **B-3, Community Business Suburban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, subject to the following conditions:

1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and,
2. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003241-2025 4421 Government Boulevard

March 21, 2025

The advertising fee for this application is based on the current legal description is **\$285.76**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Steve Trawick	
Firm:	Hagan Fence	
Phone:	251-422-3294	
Email:	strawick@haganfence.com	
Address:	4423 Government Blvd	

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:	Harshad Patel	
Firm:		
Phone:	251-654-9009	
Email:	johnhen2427@gmail.com	
Address:	4421 Government Blvd, Mobile AL	

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

LOT 1 HAGAN FENCE COMPANY SUBDIV MBK 64 PG 120 #SEC 11 T5S R2W #MP33 01 11 3 002	.9 Acre
Property Address 4421 Government Blvd, Mobile AL 36693	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) 3301113002050001	
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

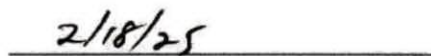
5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature



Applicant or Agent Signature (if applicable)

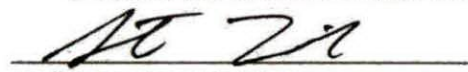
Date



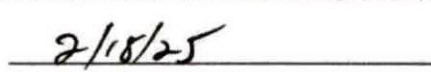
Date

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

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



Applicant or Agent Signature



Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

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

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

Predevelopment meeting 2/21/25 9am

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Hagan Fence - same business as adjacent properties

Neighborhood Center - Suburban

B3

Future Land Use Map (FLUM) Designation

Requested Zoning

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

If yes, describe the error

Site grandfathered in as an R1

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

Removes an eyesore from the community

Removes a safety hazard from the community

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

Motel needs to be demolished

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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.

Same as adjacent property of Hagan Fence

Adjacent properties are B3

2. Describe the surrounding land uses.

Vacant lot next door, Fax trolling motors, Beverly motel, Metro glass

Similar B3 zoning

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

None known

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

Not adequate - to be demolished

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

Demolish the Motel

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

Demo Motel, fence in area, grade as necessary and meet any codes required.

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Revised February 2023

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to [Section 64-5-4 of the UDC](#) for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☒ Dated Photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners who were notified
- ☒ A sign-in sheet documenting meeting attendance
- ☒ Written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

1/23/25

2. What information was presented at the meeting?

Site plans

3. What concerns were raised during the meeting?

None - only 2 people showed up

4. Were any modifications made or considered in response to the concerns raised at the meeting?

None

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↳ Predevelopment meeting 2/21/25 9am

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

Revised February 2023

Contact Sheet

Applicant

Steve Trawick
Hagan Storm Fence of Mobile, Inc
4423 Government Blvd
Mobile, Al 36693
251-422-3294

Existing Owner

Harshad Patel
Crest Motel
4421 Government Blvd
Mobile, Al 36693
251-654-9009

Buyer

Kemp Properties
Hagan Storm Fence of Mobile, Al
David Kemp – Owner
PO Box 20897
Beaumont, Tx 77720
409-835-2597



Owner's Letter of Authorization

I, Harshad Patel, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4421, Government BLVD.

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

Designee (1)

Johnhen2427@gmail.com

Email

251-654-9009

Phone Number

[Signature]

Signature of Property Owner

Steve Trawick

Designee (2)

Strawick@haganfence.com

Email

251 422 3294

Phone Number

10/29/24

Date

**NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION**

REQUEST: REZONING

APPLICANT: HAGAN FENCES

PHONE #: 251-661-4143

MEETING INFORMATION:

TILLMANS CORNER SENIOR CENTER

5863 NEVIUS RD

JANUARY 23, 2025 4:00 - 5:30 PM

Installed on

December 31, 2024

7:31 AM

Neighborhood Meeting

Date: 1-23-25

Time: 4⁰⁰ p.m. - 5:30

Location of Neighborhood Meeting: 5863 Nevius Rd
Mable A1

Project Location: 4421 Government Blvd

Project/Application (e.g. Rezoning from R-1 to B-1): Rezone to B3

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

X Steve Timwick Date: 1/23/25

Please Sign In:

Name: Milton Morrow Email: Milton.Morrow@yahoo.com

Address: 4355 Galt Blvd Phone: 251-490-0204

Name: Glen Perry Email: D.Glen.Perry@gmail.com

Address: 4251 Belvedere St Phone: 251-767-5304

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 1/23/25

Meeting Time: 4:00

Meeting Location: _____

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

Site Plan
Demo Building
Expand laydown yard

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

Site Plan

Please attach copies of the distributed information to this summary.

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

Discussed site plans
Demo of Motel
Only 3 people total - See list
Neighborhood excited to see Motel Demo

Neighborhood Meeting Summary

Date: 1/23/25
Applicant: Steve Tronick

Meeting Location: 5863 Nervos Rd
Application: Rezoning

(Meeting summary, continued)

Also Attached + talked about in meeting
Community govt on Facebook

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

The Neighborhood Meeting ended at the following time: 5:30 pm

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

X Steve Tronick

Date: 1/23/25



Development Code, July 12, 2022, pp. 605.

Steve Trawick

From: Glen and Tricia <gtperry27@gmail.com>
Sent: Friday, January 24, 2025 3:33 PM
To: Steve Trawick
Subject: Voting results from Crestview Community on Rezoning



Glen Perry

Admin

All-star contributor

Yesterday at 12:35 PM · 🌐

The meeting for the Crest Motel Rezone is this afternoon. I will be there but will not be able to stay the whole time. I will try to live stream as I can.

As the representative for the neighborhood I will let them know if we approve or disapprove with the rezoning request by Hagen Fence that is next door.

Please have your votes in by 4PM today. Thank you.

☐ Approve of Rezoning

97% >

✕

☐ Deny Rezoning

3% >

✕

Add poll option...

View insights

362 post reach >

 Donnie Farnell, Daniel Garris and 7 others

98 Votes · 44 comments

All voters are residents of the Crestview Community
96 Votes - Approve of Rezoning

- Ian Congleton
- Milton Morrow
- Dan Garris
- Dawn Akridge Bratcher
- Diane Fausak Sutter
- Willie Dunning III
- Rhonda Arrington
- Tricia Bowling
- Dent Boykin
- Vincenzo G Finizola
- Tricia Irving Perry
- Libby Headley
- Holly Lee Panchenko
- Jason Rose
- Daniell Sharman
- Christine Tuel-Pauley

Brenda Houyoux
Mike Ramage
Elizabeth Goldman
Matthew Tod Kimble
Rebecca Bernard Domangue
Christy Deupree
Carlene Stokley
Ramy Igo
Ruby Kornegay
Victoria Sexton
Shawndalon Henson
Sam Morgan
Marsha Hartery
Andrew Hii
Donna Pittman
Melissa Morgan Sexton
Melia Champagne
Charles Lee
David Pearson
Marie Larson
James A Andreasen
Larry Phelon
Tammy Parks
Cynthia Daffin
Clarence Hurd
Jamie Allgood
Susie Jones
Ken Moreman
Kyle Williams
Latterica Molette
Jenny Marie Lowery
Marie Karen Morgan
Britany Leigh
Mike Baker
Jennifer Alvey
Wesley Lowe
Kaila Johnson Martin
Presley Alann Brunson
Yasmany Morejon
Abigail Brock Hii
Robert K Wright
Amber Giles
Adair Collins Baker
Paula Ramage
Ray Wilson
Raimond Garcia
Domiyana Katera Mckinney
Ronna Bailey Lane

Jessica Leighann Parker
AnnBrea Sands
Diane Ellsworth Mosley
Mario Ramirez
Stephanie Sims Clark
Patricia McLain Law
Angela Dearman
Brittany Mooney
Theresa King Wright
Rebecca Britton
John Perkins
Joyce Boatman
Stephanie Tallant
Elaine Gates Stone
Sonja Stewart
Debbie Staley Andreasen
Michelle Badon Allen
Christine Staal
Carol Brown Nelson
Sean Molaison
Denise Walters
Whitney Duffy
Sybil Buckley
Beth Ann Day
Jolene Flynn Stoots
Paula Gushard
Kristena Feeney Pierce
Jan Lindsey
Candace Wheat
David Preston
Leah Ricks Welch
Christian Faith Baker

2 Votes - Deny Rezoning

Victoria Nichole
Laysea McIntyre

Steve Trawick

From: Steve Trawick
Sent: Thursday, January 2, 2025 3:32 PM
To: marie.cross@cityofmobile.org
Subject: Neighborhood posted sign
Attachments: Neighborhood Picture 010225b.jpg; Neighborhood Picture 010225.jpg; Neighborhood letter 010225.docx

Sent for date verification

Regards,

Steve Trawick
Manager

4423 Government Blvd
Mobile, AL 36693
251-661-4143 OFFICE
251-422-3294 CELL
251-666-3238 FAX
strawick@bellfence.com

HAGAN FENCE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF MATERIALS OR QUANTITIES OBTAINED VIA PHONE OR DRAWINGS. CUSTOMER MUST VERIFY ALL SPECIFICATIONS, MATERIALS AND QUANTITIES.

NEIGHBORHOOD MEETING NOTICE

FOR PLANNING COMMISSION APPLICATION

REQUEST: REZONING

APPLICANT: HAGAN FENCES

PHONE #: 251-661-4143

MEETING INFORMATION:

TILLMANS CORNER SENIOR CENTER

5863 NEVIUS RD

JANUARY 23, 2025 4:00 - 5:30 PM

96"

(x1, Corrugated Plastic)

48'



NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONING
APPLICANT: HAGAN FENCES
PHONE #: 251-661-4143
MEETING INFORMATION:
TILLMANS CORNER SENIOR CENTER
5863 NEVIUS RD
JANUARY 23, 2025 4:00 - 5:30 PM

Notice of Neighborhood Meeting

January 6, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **Hagan Fences** will be submitting to the Mobile City Planning Commission:

(1) [Application (e.g. Zoning Change to rezone the property at [4421 Government Blvd] from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-3))].

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

January 23, 2025

4:00 – 5:30

5863 Nevius Rd

You are receiving this notice because your property is located within 300 feet of **4421 Government Blvd**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Steve Trawick
Hagan Fences
4423 Government Blvd
strawick@haganfence.com



NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONING
APPLICANT: HAGAN FENCES
PHONE #: 251-661-4143
MEETING INFORMATION
WILLMANS CORNER SENIOR CENTER
5863 NEVIUS RD
JANUARY 23, 2025 4:00 - 5:30 PM

Steve Trawick

From: Steve Trawick
Sent: Thursday, January 2, 2025 3:32 PM
To: marie.cross@cityofmobile.org
Subject: Neighborhood posted sign
Attachments: Neighborhood Picture 010225b.jpg; Neighborhood Picture 010225.jpg; Neighborhood letter 010225.docx

Sent for date verification

Regards,

Steve Trawick
Manager

4423 Government Blvd
Mobile, AL 36693
251-661-4143 OFFICE
251-422-3294 CELL
251-666-3238 FAX
strawick@bellfence.com

HAGAN FENCE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF MATERIALS OR QUANTITIES OBTAINED VIA PHONE OR DRAWINGS. CUSTOMER MUST VERIFY ALL SPECIFICATIONS, MATERIALS AND QUANTITIES.

**Lot 1, Hagan Fence Company Subdivision, as recorded in map Book 64, Page 120 in
the office of the Judge of Probate of Mobile County, Alabama;**

KEMP PROPERTIES LP
PO BOX 20897
BEAUMONT, TX 77720

PATEL HARSHAD
4421 GOVERNMENT BLVD
MOBILE, AL 36693

LOCAL 119 OF THE UNITED
ASSOCIATION OF JOURNEYMEN
PLUMBERS AND STEAMFITTERS
2458 OLD SHELL RD
MOBILE, AL 36607

OKRZESIK WAYNE A & ALTON D
KELLER
PO BOX 9952
MOBILE, AL 36691

GRALAPP WINIFRED E
PO BOX 100549
FORT WORTH, TX 76185

MAZZARELLA BARBARA ANN &
MICHELANGELO
1004 DELMAR DR
MOBILE, AL 36606

CHANCELLOR JAMES M & TASHA L
4364 SHAN DR S
MOBILE, AL 36693

LYNN TRACEY J
4402 SHAN DR S
MOBILE, AL 36693

EMRICH LARRY
11475 BYRNEWOOD RD E
THEODORE, AL 36582

BAKER CHRISTIAN FAITH
4360 SHAN DR S
MOBILE, AL 36693

ANGELS IN TRAINING LLC
6209 PALOS CT
MOBILE, AL 36609

CITY OF GRACE MOBILE ALABAMA
1516 RIDGELAND RD W
MOBILE, AL 36695

OKRZESIK WAYNE A & ALTON D
KELLER
PO BOX 9952
MOBILE, AL 36691

KNOWLES ELIZABETH JOHANNA &
TIMOTHY JACKSON KNOWLES
4406 SHAN DR S
MOBILE, AL 36693

JS TRAINING SYSTEMS INC
4412 GOVERNMENT BLVD
MOBILE, AL 36693

SCOTT KATHLYN O
4358 SHAN DR S
MOBILE, AL 36693

STEVE TRAWICK
HAGAN FENCE
4423 GOVERNMENT BLVD
MOBILE, AL 36693

KEMP PROPERTIES LP

PO BOX 20897
BEAUMONT, TX 77720

PATEL HARSHAD

4421 GOVERNMENT BLVD
MOBILE, AL 36693

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MOBILE, AL 36693

JS TRAINING SYSTEMS INC

4412 GOVERNMENT BLVD
MOBILE, AL 36693

SCOTT KATHLYN O

4358 SHAN DR S
MOBILE, AL 36693



Agenda Item # 11

ZON-UDC-003241-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

4421 Government Boulevard

Applicant / Agent:

Steve Trawick, Hagan Storm Fence of Mobile, Inc.

Property Owner:

Harshad Patel

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

B-3, Community Business Suburban District

Future Land Use:

Neighborhood Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to B-3 Suburban

- **Note:**

Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER	11	DATE	March 20, 2025
APPLICANT	Steve Trawick, Hagan Storm Fence of Mobile, Inc.		
REQUEST	Rezoning from R-1 to B-3		



SITE HISTORY

A Special Exception to allow development of the property with a mobile home dwelling was denied by the Board of Zoning Adjustment in October 1980.

A two (2)-lot subdivision of the property was approved by the Planning Commission in November 1994, the plat for which was recorded in Mobile County Probate Court.

The site has a non-conforming use history as a motel operating in an R-1, Single-Family Residential District. Demolition of the motel and redevelopment of the property as a storage yard for the adjoining fence construction business is proposed, thus requiring full compliance with current regulations. As such, rezoning of the property to B-3, Community Business Suburban District, is requested. Use of the property as a storage yard is permitted as an accessory use in a B-3 zoning district, subject to compliance with the stacking and screening requirements of the Unified Development Code (UDC).

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

As mentioned, the applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District to facilitate use of the property as a storage yard for the adjoining fence construction business. A detailed description and justification of the request can be viewed using the link on Page 1 of this report.

The site is adjacent to properties zoned B-3, Community Business Suburban District, to the East, South, and West. Properties to the North are zoned B-2, Neighborhood Business Suburban District. General retail sales, offices, gymnasium, automobile sales, a hotel, and the fence contractor are the predominant land uses within the vicinity of the subject site. A single-family residential subdivision is separated from the proposed storage yard by a separate parcel of land, 225± feet East of the subject site.

The site plan provided with the rezoning application depicts the proposed storage yard. As mentioned, storage yards are permitted as accessory uses in a B-3 zoning district, subject to compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC. If approved, inventory, construction materials, equipment, etc. must be screened from view with a six (6)-foot tall privacy fence (wood, brick, or masonry), and cannot be stacked taller than six (6) feet.

Redevelopment of the site also requires full compliance with the applicable development provisions of Article 3 of the UDC, including (but not limited to) compliance with the tree planting and landscape area requirements. Such compliance must be illustrated on all applicable site plans submitted for review of the associated development permit(s).

Any signage placed on the property will also need to meet the requirements of the UDC and be permitted separately through the Planning and Zoning Department.

The use history of the site as a motel, and the fact that it adjoins property zoned similarly to the requested zoning district, suggests there was a mistake or error in the original zoning map. As such, rezoning the property to B-3, Community Business Suburban District may be appropriate.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that 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 the zoning classification.

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

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

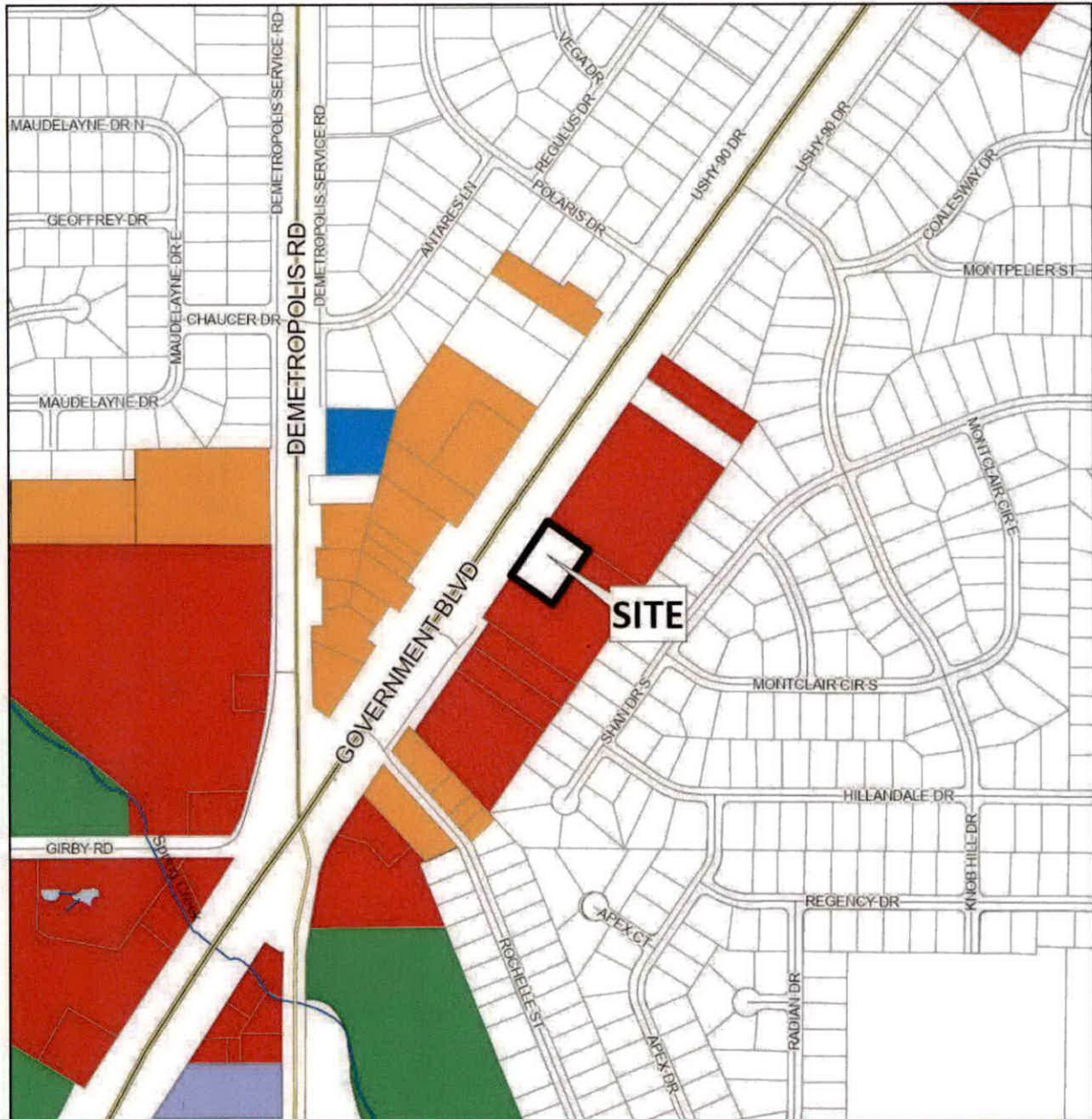
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following conditions could apply:

1. Compliance with the stacking and screening requirements of Article 3, Section 64-3-13.B. of the UDC; and,
2. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



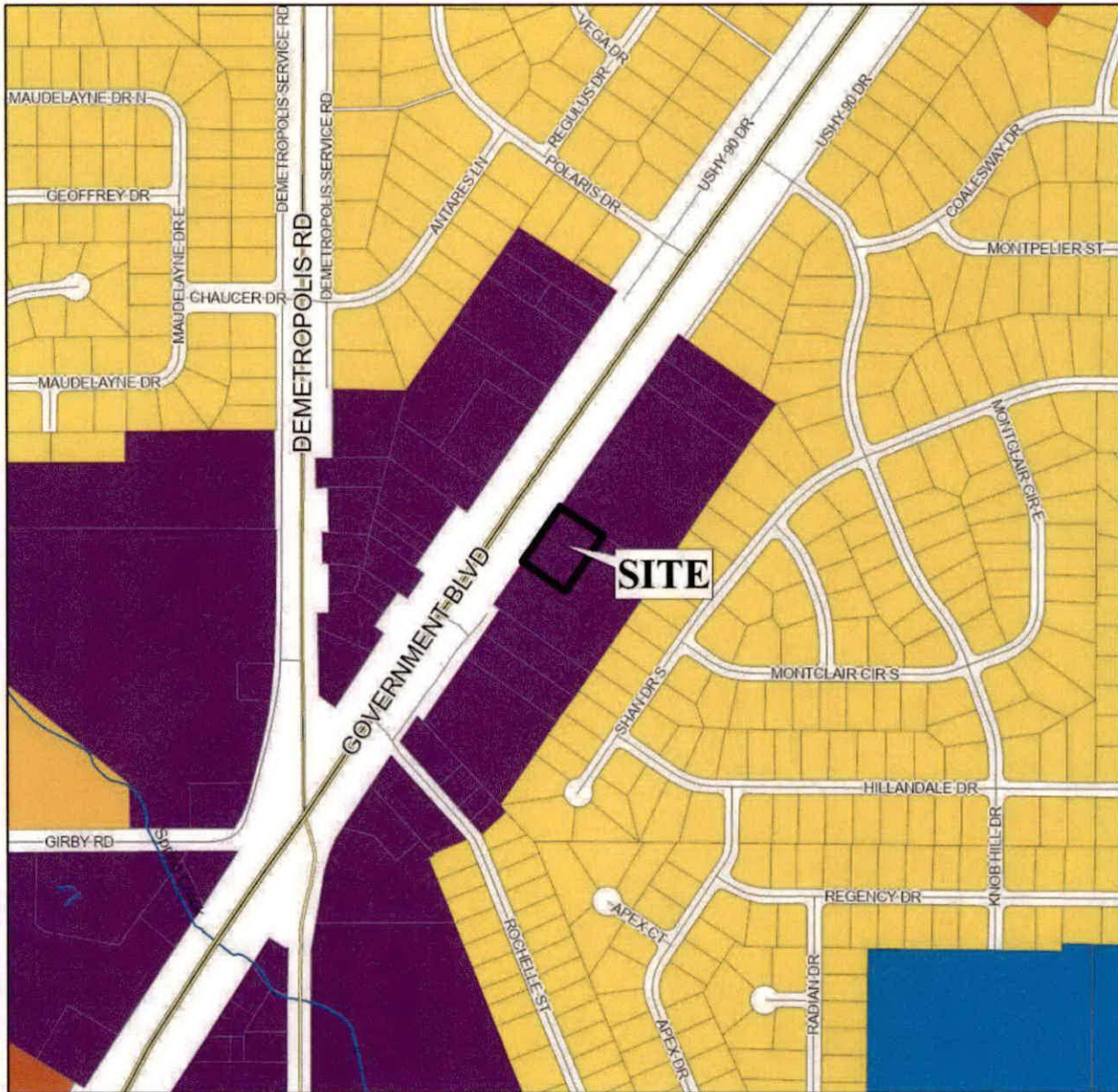
APPLICATION NUMBER 11 DATE March 20, 2025

APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.

REQUEST Rezoning from R-1 to B-3



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE March 20, 2025

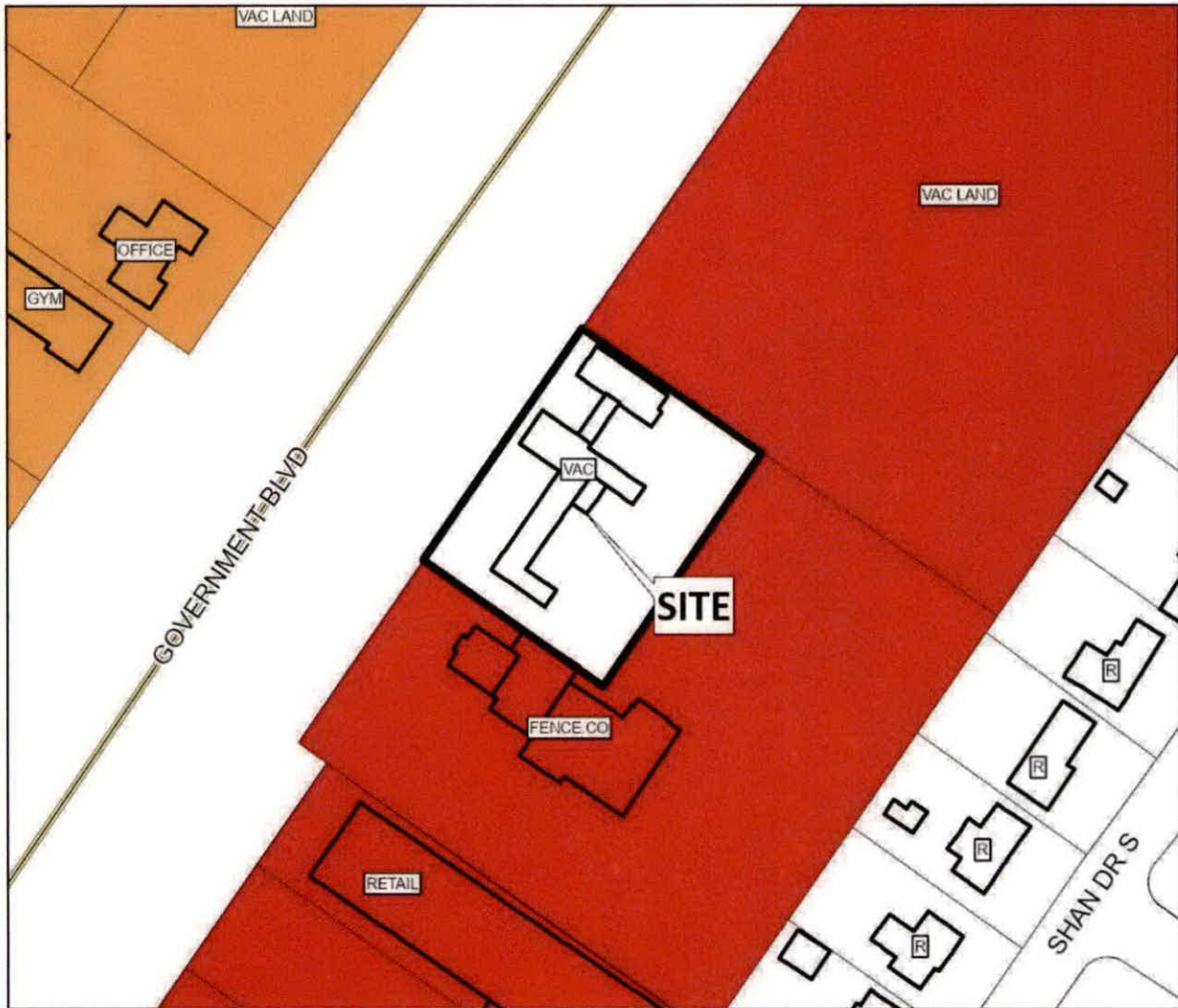
APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.

REQUEST Rezoning from R-1 to B-3

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 11 DATE March 20, 2025

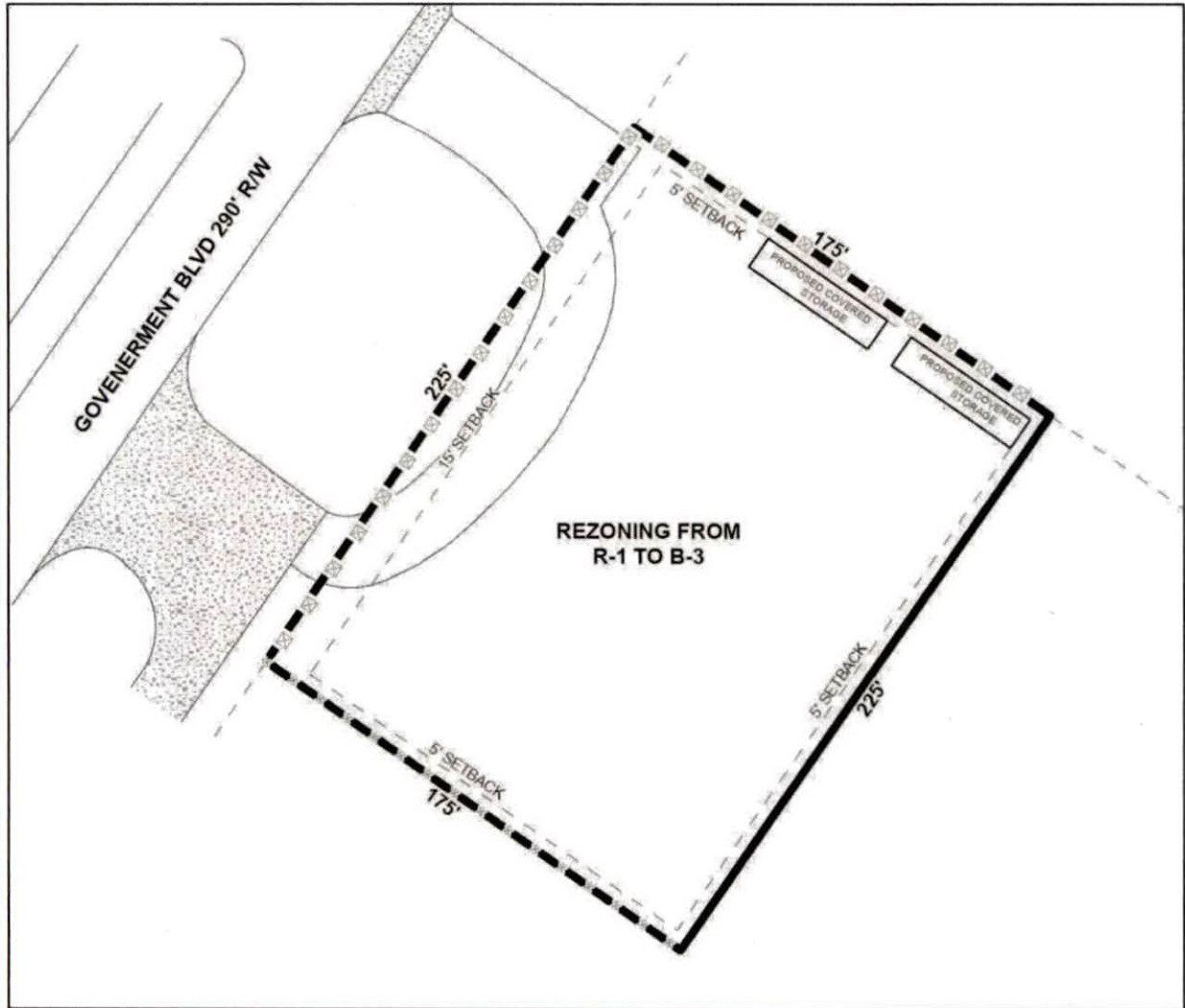
APPLICANT Steve Trawick, Hagan Storm Fence of Mobile, Inc.

REQUEST Rezoning from R-1 to B-3

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



SITE PLAN



The site plan illustrates the proposed covered storage, setbacks, proposed and existing fencing, and proposed rezoning.

APPLICATION NUMBER	11	DATE	March 20, 2025
APPLICANT	Steve Trawick, Hagan Storm Fence of Mobile, Inc.		
REQUEST	Rezoning from R-1 to B-3		



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

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key

neighborhood intersections or along short road segments.

- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced

vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

To approve the revised Solid Waste Disposal Authority Landfill Accounting Agreement

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Revised- SWDA Landfill Accounting Agreement
2. LANDFILL ACCOUNTING AGREEMENT.4.17.25 revised 5.9.202570.clm.comment (003)(35989.1) CPM review .clean..8.25.25

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the revised Agreement for accounting services described in the LANDFILL ACCOUNTING AGREEMENT between the City of Mobile and the Solid Waste Disposal Authority (SWDA) of The City of Mobile, Alabama attached hereto, or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

LANDFILL ACCOUNTING AGREEMENT

This LANDFILL ACCOUNTING AGREEMENT (“Agreement”), is effective as of May ___, 2025, between Solid Waste Disposal Authority of The City of Mobile, Alabama, an Alabama public corporation (“SWDA”), and The City of Mobile, Alabama, a Municipal Corporation of the State of Alabama (“City”) (collectively, the “Parties”).

RECITALS

WHEREAS, the SWDA was formed by the City of Mobile pursuant to §11-89A-1 et seq. of the Alabama Code (“Act”); and

WHEREAS, the SWDA has been the owner of the Chastang Sanitary Landfill (Landfill) in Mount Vernon, Alabama since 1993, acquiring it from the City in that year; and

WHEREAS, the Landfill is leased to Waste Away Group, Inc. as part of a 2003 Bond Issue whereby the SWDA issued bonds, the proceeds of which were used for the construction of the Gas Collection and Control System (GCCS); and

WHEREAS, the Landfill is operated pursuant to that certain Solid Waste Management Contract (“WM Operating Agreement”) entered as of October 6, 1993 between the SWDA and Transamerican Waste Industries, Inc (“TWI”); and

WHEREAS, Waste Management, Inc., along with its affiliates, Waste Away Group, Inc. and WM Mobile Bay Environmental Center, Inc., (collectively, “WM”) are the successors to TWI; and

WHEREAS, the City is the Determining Municipality, and Determining Subdivision of the SWDA as defined under the Act; and

WHEREAS, the Act, specifically §11-89A-15, Ala. Code (1975) provides that the City may, with or without consideration, perform services for the SWDA, for the benefit thereof; and

WHEREAS, the SWDA is a non-profit third-party entity, and its net earnings, pursuant to §11-89A-19, Ala. Code (1975) are paid to its Determining Subdivision, in this case the City; and

WHEREAS, the SWDA may enter into a management contract with City for the management, supervision or operation of all or any part of its facilities as may in the judgment of such authority be necessary or desirable in order to perform more efficiently or economically any function for which it is responsible pursuant to § 11-89A-8(a)(16), Ala. Code (1975)

WHEREAS, the SWDA does not have an accounting or bookkeeping department to handle its royalties from various operations at the Chastang Landfill, and the City has historically performed, and is currently performing, accounting functions for the SWDA; and

WHEREAS, the Parties intend that the purpose of this Agreement is to ratify and memorialize the arrangement and understanding of the Parties relating to the accounting services provided to the

SWDA by the City, and the mutual benefit to both Parties of this arrangement, presently and in the future and

WHEREAS, the City Council of the City of Mobile duly authorized the execution of this Agreement by Resolution No. ____ adopted on _____, 2025, and the Board of Directors of the Solid Waste Disposal Authority of the City of Mobile duly authorized the execution of this Agreement by Resolution No. ____ adopted on _____, 2025.

NOW, THEREFORE, in consideration of the promises described herein, the mutual benefit of the Parties and other good and valuable consideration, the Solid Waste Disposal Authority of The City of Mobile, Alabama and The City of Mobile, Alabama agree as follows:

Section 1. Accounting Services. The City agrees to designate an employee in the Accounting Department who, under the supervision of the City’s Comptroller, shall account for all income received on behalf of the SWDA, including but not limited to royalty payments and any other revenues due to the SWDA. The designated employee shall also process and make payments from the Solid Waste Disposal Authority of the City of Mobile – Royalty Clearing Account (the “SWDA Clearing Account”) in accordance with the disbursement authorization process set forth in Section 1A below.

The City Comptroller will supervise the accounting process and will be available to the SWDA Chair or the Chair’s designee to answer questions relating to the SWDA Clearing Account and to provide account balances, income and expense details, and account history upon request.

It is understood and acknowledged that the City’s role under this Agreement is ministerial, and that the City’s approval is not required with respect to disbursements duly authorized by the SWDA in accordance with Section 1A. The City shall process and make such disbursements as directed by the SWDA, provided that the required authorization is documented in accordance with this Agreement.

Section 1A. Disbursement Authorization and Audit Rights.

As used in this Agreement, an “Authorized Disbursement” shall mean any payment, transfer, or withdrawal of funds from the SWDA Clearing Account that is:

(a) approved in advance by the SWDA Board in its adopted budget or by specific Board resolution; and

(b) requested in writing on a Disbursement Request Form approved by the SWDA Board and signed by both the SWDA Chair and one other SWDA officer designated by Board resolution (such as the Vice-Chair, Treasurer, or Secretary).

(c) Audit rights with respect to SWDA’s own records, and procedures regarding public records requests, are further addressed in Section [7] of this Agreement.

For City-liability expenses (as defined in Section 2 below), the Disbursement Request Form shall also bear the written approval of the Director of Public Works/Services of the City of Mobile or City attorney.

The City shall not make any disbursement absent full compliance with this authorization process.

Segregation of Duties. The City shall maintain appropriate internal controls and segregation of duties in performing its services under this Agreement. No individual employee of the City Accounting Department who is responsible for entering, initiating, or transmitting disbursements from the SWDA Clearing Account shall also be responsible for reconciling the account or approving disbursements. Separate personnel shall be assigned for transaction processing and account reconciliation functions.

Audit and Inspection Rights.

(a) The City of Mobile and its Internal Audit Department, external auditors, and the State of Alabama Examiners of Public Accounts shall have the right, upon reasonable advance notice, to audit and inspect all records, books of account, bank statements, and supporting documentation related to the SWDA Clearing Account and all disbursements made therefrom.

(b) The SWDA Board of Directors and any auditors retained by the SWDA shall have reciprocal rights to audit and inspect the same records, and the City shall cooperate in providing reasonable access to such records during normal business hours.

(c) All audit rights under this Section shall survive termination of this Agreement for a period of seven (7) years after final disposition of all funds in the SWDA Clearing Account.

Section 1B. Banking Platform and Controls.

The SWDA Clearing Account is an existing account maintained by the City of Mobile at [insert bank name, e.g., Regions Bank], titled "Solid Waste Disposal Authority of the City of Mobile – Royalty Clearing Account." The account is configured with appropriate ACH transaction filters, debit blocks, and fraud-protection controls consistent with industry best practices for public-entity funds.

Access to the online banking platform for this account is limited to designated personnel in the City Accounting Department, as approved by the City Comptroller. Access credentials shall be reviewed and re-certified at least annually. Upon request, the City shall provide the SWDA Board with a current list of authorized personnel with online access to the SWDA Clearing Account.

Section 1C. Reporting. The City will provide a line-item monthly accounting statement that accurately depicts the SWDA's balance, and income and expense information. The

City shall confirm that the SWDA's balance as reflected on the line item is in immediate available funds and provide the Chairman of the SWDA or the Chairman's designee with monthly accounting reports showing the balance, income and expenses for each month.

- 2. City-Liability Expenses (Legacy Cell Cost-Sharing).** Certain costs related to legacy landfill cells, and unlined landfill areas, or otherwise determined by SWDA and the City to be the financial responsibility of the City of Mobile, shall not be disbursed from the SWDA Clearing Account unless:

(a) such expense is first approved in writing by the Director of Public Works/Services of the City of Mobile; and

(b) the expense is submitted to the City as an Authorized Disbursement in accordance with Section 1A of this Agreement.

The City shall maintain a separate accounting of all such City-liability expenses for audit and cost-recovery purposes.

2A. The City understands and acknowledges that certain expenses of the Chastang Landfill may relate to a portion of the Landfill operated by the City prior to 1993, and that certain expenses, including monitoring and testing expenses and costs, may be associated with disproving assertions made by the Landfill Operator. In those situations, the City agrees to pay those costs directly to, or reimburse, the SWDA for such costs.

2B. This Agreement shall have an initial term of five (5) years. Thereafter, it shall automatically renew from year to year unless terminated by either party upon thirty (30) days' written notice. Each renewal is expressly conditioned upon the City Council appropriating sufficient funds and staff resources in its annual budget to fulfil the City's obligations hereunder. The City shall incur no liability for non-renewal if such funds are not appropriated.

- 3. Termination.** This agreement may be terminated by either party by providing thirty (30) days written notice to the other party. Upon termination, the City shall provide the SWDA with access to and credentials for access to the SWDA Clearing Account and all funds, including but not limited to all royalty payments and revenue to the SWDA by, or on behalf of, third parties, then held by the City that were paid to the City or deposited into its accounts. The SWDA will provide the City with account information and directions for forwarding present and future SWDA funds, including the royalties referred to herein.

4. Records; Public Records.

The parties acknowledge that the Solid Waste Disposal Authority of the City of Mobile ("SWDA") is a public corporation created pursuant to Ala. Code § 11-89A-1 et seq., that performs public functions, holds public assets, and is governed by a Board appointed by the City Council of Mobile.

(a) SWDA Records Retention. SWDA shall maintain its official records, including but not limited to:

- (i) SWDA Board resolutions and meeting minutes;
- (ii) contracts and agreements related to landfill operations and royalty revenues;
- (iii) budgets, financial reports, and audits if such exists; and
- (iv) other records related to the landfill and the operation of this Agreement, in accordance with its internal policies..

In no event shall SWDA destroy or dispose of records material to this Agreement or to the receipt and expenditure of SWDA royalty revenues for a period of less than seven (7) years following termination of this Agreement or final disposition of the SWDA Clearing Account, whichever is later.

(b) Public Records; Exemptions.

Nothing in this Agreement shall be construed to waive any claim of exemption or privilege for such records.

In the event the City receives a public records request that may call for disclosure of SWDA records or information that has been provided to the City by SWDA or its contractors, the City shall provide prompt notice to SWDA so that SWDA or its contractors may take appropriate steps to assert any applicable exemptions.

Similarly, in the event SWDA receives a public records request that may call for disclosure of records or information that is held or maintained by the City in connection with this Agreement, SWDA shall provide prompt notice to the City so that the parties may coordinate an appropriate response.

Miscellaneous / General Provisions

- 5. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall be in Mobile County, Alabama.
- 6. Independent Contractor.** In making and performing this Agreement, the parties are acting and shall act as independent contractors. Neither party will be deemed to be an agent, legal representative, joint venturer, or partner of the other for any purpose. Except as expressly permitted hereunder, neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other, (b) pledge the credit of the other in any way or hold itself or themselves out as having authority to do so, or (c) make commitments or incur any charges or expenses for or in the name of the other. Neither the SWDA personnel nor the City's

personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other.

7. **No Waiver.** No failure or delay by either party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the party granting such waiver.
8. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
9. **Notices.** All notices, demands, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person, by recognized overnight courier service, or by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the City:

City of Mobile
Attention: Comptroller
Post Office Box 1827
Mobile, Alabama 36633-1827

With a copy to:

City Attorney
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633-1827

If to SWDA:

Solid Waste Disposal Authority of the City of Mobile
Attention: Pete Riehm, Chairman
P.O. Box 2232
Mobile, Alabama 36652-2232

Either party may change its address or contact person for notice purposes by providing written notice to the other party in accordance with this Section.

10. Indemnification of City

SWDA shall defend, indemnify, and hold harmless the City of Mobile, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from or in connection with:

- (a) any payment or disbursement made by the City in reliance upon written direction,

request, or authorization provided by SWDA pursuant to this Agreement, to the extent such payment is later determined to have been improper due to gross negligence or willful misconduct by SWDA officers; or

(b) any breach of this Agreement by SWDA.

Nothing herein shall obligate SWDA to expend funds beyond those lawfully available under § 11-89A-19, but SWDA shall give priority to satisfying such indemnification obligations to the extent permitted by law.

11. Reservation of Immunities. Nothing in this Agreement shall be construed to waive or impair the constitutional, statutory, or common-law immunities, privileges, or defenses of any party, or of their respective officers, officials, employees, or agents, all of which are expressly reserved.

12. Survival. The provisions of this Agreement relating to audit and inspection rights (Section 1A), indemnification (Section 11), records retention and public records procedures (Section 7), and Reservation of Immunities (Section 12) shall survive the termination or expiration of this Agreement, regardless of the reason for termination, and shall remain in full force and effect for the period specified in each applicable section, or, if no period is specified, for a period of seven (7) years following the termination of this Agreement.

Nondiscrimination Compliance. Each party shall comply with all applicable federal, state, and local nondiscrimination laws in the performance of this Agreement.

13. Parties agree they are 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.

14. This Agreement establishes the complete terms and conditions agreed upon by the parties. No amendment, modification, or supplement of any provision of this Agreement or any exhibit hereto will be valid or effective unless made in writing and signed by the duly authorized representatives of the parties

15. The Parties each, respectively, represent and warrant that their execution of this Agreement is duly authorized by their respective bodies and entities.

WHEREUPON, the Parties have set their executed same on this the ____ day of _____, 2025.

Solid Waste Disposal Authority of The City of
Mobile, Alabama.

By: _____
Pete Riehm, Chairman

The City of Mobile, Alabama.

By: _____
William S. Stimpson, Mayor

Attest: _____
City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 4x4 SUVs for Municipal Enforcement.

Amount of Contract:

\$92,200.50

Funding Source

General fund.

ATTACHMENTS:

1. 20250820 Long1 Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 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 three 2025 Ford
Bronco Sport 4x4 SUVs for Municipal Enforcement.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$92,200.50

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>27991</u>	2025	(F7000) MOTOR POOL	THREE 2025 FORD BRONCO SPORT 4X4 SUVS FOR MUNICIPAL ENFORCEMENT (AL STATE CONTRACT)	\$92,200.50	<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 00027991-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

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
07/23/25	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	29995.50000	89986.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027991-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. 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 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
07/23/25	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. AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123-3 Additional Description Notes ----- 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELGENT 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.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027991-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 3

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
07/23/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
AS REQUESTED BY 5510-MUNICIPAL ENFORCEMENT			
1 1000.45.05.5510.5510.3500.0000.0000.45040.			89986.50
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002 FREIGHT	3.00 EACH	738.00000	2214.00
Vendor Item Inventory Item/Loc 14009			
1 1000.45.05.5510.5510.3500.0000.0000.45040.			2214.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027991-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. Review: Buyer: Status: Approved	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
07/23/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 92200.50

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

Account	Amount	Remaining Budget
1000.45.05.5510.5510.3500.0000.0000.45040.	92200.50	2831.09
MUNICIPAL ENFORCEMENT EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	07/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/24/25	SHONNDA SMITH	
Approved	07/24/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/19/25	DONALD ROSE	Auto approved by: 9105paij
Approved	08/19/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/19/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/19/25	JOHNNIE HARRUB	Auto approved by: 9105paij

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: September 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one New Way Sidewinder Automated Side Load garbage truck for Sanitation Dept.

Amount of Contract:

\$398,360.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250820 Sansom Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 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 Sansom Equipment Co Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for one New Way Sidewinder
Automated Side Load garbage truck for Sanitation Dept.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$398,360.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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>28395</u>	2025	(F7000) MOTOR POOL	ONE 2025 NEW WAY SIDEWINDER AUTOMATED SIDE LOAD GARBAGE TRUCK FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$398,360.00	<u>(190715)</u> <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00028395-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
=====	=====

Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

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

MOBILE, AL 36618

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
Fax 251-631-3768

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/30/25	190715				MOTOR POOL
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	NEW WAY SIDEWINDER ASL GARBAGE TRK AS FOLLOWS: NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER-31 CUBIC YARD CAPACITY;SEVERE DUTY REFUSE PACKAGE;HINGED FRONT SPLASH GUARDS;TROUGH CLEAN OUT TOOL;HOPPER SUMP CLEAN OUT CHUTE EXTENSIONS-LH/RH; RAKE TEETH BREAKER BAR; HYDRAULIC HOPPER COVER; HOPPER LADDER W/HANDLES; BROOM/SHOVEL HOLDER BRACKET; BODY PAINT-WHITE;CAUTION SAFETY DECAL-LOWER TAILGATE; LED WORK LIGHTS-ARM & HOPPER AREA;LED BEACON STROBE LIGHTS-TAILGATE CENTER MOUNT;LED INTEGRATED STROBE LIGHTS-FRONT BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS; 7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW; FRONT MOUNT TANDEM VANE HYDRAULIC PUMP; REMOTE GREASE ZERKS-TAILGATE HINGE-CYLINDER PINS; 2 FIRE EXTINGUISHER-20LB. BODY MOUNT; NEW KENWORTH L770 CAB OVER CHASSIS AS PER SOURCEWELL CONTRACT 110223-NWY AND SANSOM EQUIPMENT QUOTE SECQ8883 DATED 7-28-2025. Additional Description Notes	1.00 EACH	398360.00000	398360.00
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=====	=====
Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028395-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released
	Page 2
=====	=====

Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

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

MOBILE, AL 36618

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
Fax 251-631-3768

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	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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NEW WAY SIDEWINDER ASL GARBAGE TRK AS FOLLOWS:

NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER-31 CUBIC YARD CAPACITY;SEVERE DUTY REFUSE PACKAGE;HINGED FRONT SPLASH GUARDS;TROUGH CLEAN OUT TOOL;HOPPER SUMP CLEAN OUT CHUTE EXTENSIONS-LH/RH; RAKE TEETH BREAKER BAR; HYDRAULIC HOPPER COVER; HOPPER LADDER W/HANDLES; BROOM/SHOVEL HOLDER BRACKET; BODY PAINT-WHITE;CAUTION SAFETY DECAL-LOWER TAILGATE; LED WORK LIGHTS-ARM & HOPPER AREA;LED BEACON STROBE LIGHTS-TAILGATE CENTER MOUNT;LED INTEGRATED STROBE LIGHTS-FRONT BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS; 7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW; FRONT MOUNT TANDEM VANE HYDRAULIC PUMP; REMOTE GREASE ZERKS-TAILGATE HINGE-CYLINDER PINS; 2 FIRE EXTINGUISHER-20LB. BODY MOUNT; NEW KENWORTH L770 CAB OVER CHASSIS;FREIGHT

AS REQUESTED BY 2090-SANITATION

1	1000.40.20.2070.2090.2070.0000.0000.45040.	398360.00
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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

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028395-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released
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Page 3

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
			398360.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	398360.00	.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
Queued	08/01/25	DONALD ROSE	Auto approved by: 910516584
Queued	08/01/25	SANDRA LEWIS	Auto approved by: 910516584
Queued	08/01/25	STEVEN KRONINGER	Auto approved by: 910516584
Queued	08/01/25	JOHNNIE HARRUB	Auto approved by: 910516584
Queued	08/01/25	SAMANTHA COOLEY	Auto approved by: 910516584
Queued	08/01/25	ANNE FOLEY	Auto approved by: 910516584
Queued	08/01/25	JOHN PAINE	Auto approved by: 910516584

Authorized By: _____ Date: _____
 Signature

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: refusetrucks.scrantonmfg.com/sourcewell

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Locate your local dealer or representative](#)

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

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](#)

[ez!QC 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.

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 VC3 Inc for annual renewal of ThinkGard network cybersecurity and backup and disaster recovery software and services for MIT.

Amount of Contract:

\$125,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250820 VC3 Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 27 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 VC3 Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to VC3 Inc for annual renewal of ThinkGard network
cybersecurity and backup and disaster recovery software and services for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$125,000.00

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.

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>28468</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF THINKGARD NETWORK CYBERSECURITY AND BACKUP AND DISASTER RECOVERY SOFTWARE AND SERVICES FOR MIT (BID EXEMPT AS SOFTWARE AND PROFESSIONAL SERVICES)	\$125,000.00	<u>(297843) VC3 INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028468-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fofa Status: Approved	Page 1
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Vendor VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	297843	07/31/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15) PRIOR PO #24013756 AND 21015783. REFERENCE -20230816-103049879. DATA SECURITY & DISASTER RECOVERY. JEREMY CURRIE 1-205-834-5730 JEREMY@THINKGUARD.COM.

001	INVOICE #VC3-213853. THINKGARD-DATAGARD ENTERPRISE LOCAL AND CLOUD BACKUP VIRTUALIZATION SOLUTION- 18 TB MONTHLY SERVICES. (\$31,728.00 - \$1, 000.00 PAYMENT/CREDIT = \$30728.00)	1.00 EACH	30728.00000	30728.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			30728.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	THINKGARD-DATAGARD ENTERPRISE	2.00	47136.00000	94272.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028468-00 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 VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	297843	07/31/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty EACH	Unit Price	Net Price
	LOCAL AND CLOUD BACKUP VIRTUALIZATION SOLUTION - 36 TB MONTHLY SERVICES			

1	1000.10.23.5000.5000.5000.0000.0000.42115.			94272.00
---	--	--	--	----------

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total	125000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	125000.00	1231749.90
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Rejected	07/31/25	SCOTT KEARNEY	Mistype.
Approved	07/31/25	GREG HOLLIDAY	Auto approved by: 91057606



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

The contractor will provide transportation and escort services for persons sixty (60) years and older at least five (5) days a week with particular emphasis on low-income and minority elderly.

Amount of Contract:

\$202,676 (\$152,676 Matching Funds In-Kind Services)

Funding Source

ATTACHMENTS:

1. 2025-2026 MPRD-SARPC Contract For Signature
2. SARPC SAIL Resolution for City Council 2025-2026

REVIEWERS:

Lana Gauthier

Lana Gauthier

**CONTRACT FOR SERVICES UNDER TITLE III
OF THE OLDER AMERICANS ACT**

October 1, 2025 - September 30, 2026

This Agreement, entered into as of this 1st day of October 2025, by and between the City of Mobile (herein called the "Contractor") and the South Alabama Regional Planning Commission (herein called the "Planning Agency")

WITNESSETH

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with Project of the Planning Agency.

2. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with the respecting area within:

City of Mobile

3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.

4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2026.

5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.

6. Compensation.

a. Aging Funds. The Planning Agency agrees to pay the Contractor the total sum of Fifty Thousand Dollars (\$50,000) for the services described herein.

b. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of One Hundred Fifty-two Thousand Six Hundred Seventy-six Dollars (\$152,676) in cash or in-kind services.

c. Total Contract. The total amount of this contract, including Federal funds and matching funds (services) is Two Hundred Two Thousand Six Hundred Seventy-six Dollars (\$202,676).

d. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate meals per day of operation at each of the four SAIL Centers, beginning October 1, 2025 and ending September 30, 2026. The actual number

of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.
 - a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.
 - b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the City of Mobile for approved expenditures such that:
 - c. The contractor shall spend, but not exceed, one twelfth (1/12) or Four Thousand One Hundred Sixty-six Dollars (\$4,166) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.
 - d. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:
 - i. **Weekly reports are due on the first work day of the week following their completion.**
 - ii. **Monthly reports, including time sheets, are due on the 5th day of each month, November 2025 through October 2026, covering the previous 30-day period.**
 - iii. **Final financial reports are due on October 5, 2026.**
 - e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of Fifty Thousand Dollars (\$50,000) for all of the services required.
 - f. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.
8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate meal participants must be

reimbursed to the Planning Agency for payment to the Alabama Department of Senior Services. This policy was developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.
10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Contract.
11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.
12. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of \$100. From time to time this Contract may be amended pending written agreement between the Contractor and the South Alabama Regional Planning Commission.
13. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 14 and 15 below or Exhibit 1, "Scope of Services", attached.
14. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit

requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

15. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.
16. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.
17. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this agreement.

Specifically, the Contractor must account for:

- a. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.
- b. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:
 - c. Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.
 - d. Audible: oral, radio, telephone, voice mail systems, etc.
 - e. Electronic: TDD's, computer, bulletin boards, etc.

- f. Tactile: raised letter signage, Braille, "hands-on" programs, etc.
- g. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.
- h. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

18. Equal Employment Opportunity.

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.
- c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

19. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

20. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Alabama Department of Senior Services under which this Contract is made is terminated by the Alabama Department of Senior Services the Planning Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5)

days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

21. Termination for Convenience of Contractor. The Contractor may terminate this Contract at any time giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

IN WITNESS THEREOF, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:

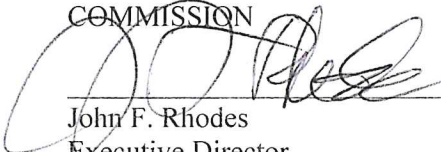

Julie McGee
Area Agency on Aging Director

ATTEST:

By: _____

GRANTOR:

SOUTH ALABAMA REGIONAL PLANNING
COMMISSION


John F. Rhodes
Executive Director

CONTRACTOR
CITY OF MOBILE

By: _____

Title: _____

Federal Employer I.D. Number: _____

**FY 2026
Scope of Services
City of Mobile
Title III**

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Planning Agency, the following services:

A. Access Services

1. Transportation and Escort

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least five (5) days a week with particular emphasis on low-income and minority elderly to the following centers:

Trinity Gardens – at least 5 days a week
Hillsdale – at least 5 days a week
Sullivan – at least 5 days a week
Parkway – at least 5 days a week

The Contractor will provide transportation services to the elderly to and from the centers. To also provide transportation for Doctor's visits, Food Stamp Office, Social Security Office, shopping assistance, recreation and other purposes as needed. The Contractor will provide the drivers for the vehicle(s).

2. Outreach

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural and minority members and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches and through programs that address low-income persons. High-risk persons will be reached through efforts aimed at hospitals, long-term care facilities, the Medicaid Waiver Program, and Senior Aides Program. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

3. Information and Referral

The Contractor shall continue to provide an information and referral service in cooperation with other agencies, particularly the Area Agency on Aging. Assistance will be provided to the Planning Agency in dissemination of information and referral activities particularly to isolated, low-income and minority elderly. The Contractor shall provide assistance in the distribution of information to isolated, low-income and/or minority elderly.

B. Nutrition Center Operation

1. The Contractor will provide four (4) nutrition centers for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code

requirements and to ensure the use of utilities to include telephone at the center for the period of this contract.

2. The Contractor shall provide four (4) Center Managers five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.
3. The nutrition center of community center when applicable must stay open for four (4) hours a day Monday through Friday unless it is an approved holiday closing, even when meals are not being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.
4. The Contractor shall arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.
5. The Contractor will provide supportive services as addressed in the Title III Rules and Regulations.

C. Meals

1. Trinity Gardens: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
2. Hillsdale: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
3. Sullivan: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
4. Parkway: To receive no less than 25 congregate meals per day of operation; which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
5. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS reports substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 13	Columbus Day
November 11	Veterans Day
November 27-28	Thanksgiving
December 23-26	Christmas
January 1	New Year's Day
January 19	Martin Luther King
February 16	President's Day
February 17	Mardi Gras
April 3	Good Friday
April 27	State Holiday
May 25	Memorial Day
June 1	State Holiday
June 19	Juneteenth
July 3	Independence Day
September 7	Labor Day

D. Training

To ensure that personnel will attend certain training sessions provided by the Planning Agency. In particular, Center Managers must attend training once per month and attend annual training.

E. Eligibility for Services Provided

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this contract utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

F. Equipment

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

G. Accounts and Records

Records will be maintained on all contributions received by the contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry. Contributions should be given to the contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following

services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.

2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.
 - a. Weekly meal report and voucher
 - b. Monthly supportive and services report
 - c. Monthly attendance log
3. Monthly Aging Information Management System (AIMS) reports must be completed online by the 5th of the month following the month of delivered services.
4. To maintain records in such a manner that individuals' confidentiality will not be violated.

H. Publicity

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

I. Guidelines

In any situation not covered specifically by this contract, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

EXHIBIT II

CONTRACTOR City of Mobile TYPE OF GRANT:CONTRACT NUMBER 316-AAA-2026

☒ Title III-B
☒ Title III-C-1
☐ Title III-C-2
☐ Title III-D
☐ Title III-F
☐ Other

Trinity Gardens, Hillsdale, Sullivan, and Parkway Centers
BUDGET SUMMARY

CONTRACT PERIOD: FROM October 1, 2025 THRU September 30, 2026

CATEGORY	AGING FUNDS	ESTIMATED LOCAL RESOURCES		TOTAL
		Local Cash	In-Kind	
Personnel*	50,000	152,676		202,676
Personnel Travel				
Space				
Utilities				
Postage & Telephone				
Supplies				
Training				
Transportation				
Insurance				
Office Furniture & Other Equipment				
Other				
TOTAL	\$50,000	152,676		\$202,676

* Breakdown of personnel costs

Position	Title III Funds	Local Cash
Tricksey Center Manager	\$ 6,250	\$19,085
Tricksey Driver	6,250	19,084
Parkway Center Manager	6,250	19,085
Parkway Driver	6,250	19,084
Sullivan Center Manager	6,250	19,085
Sullivan Driver	6,250	19,084
Hillsdale Center Manager	6,250	19,085
Hillsdale Driver	6,250	19,084
TOTALS	\$50,000	\$152,676

**ASSURANCE ON COMPLIANCE WITH THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

The City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2025

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**ASSURANCE ON COMPLIANCE WITH THE
U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT**

The Title III Contractor, the City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2025

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**ASSURANCE OF COMPLIANCE WITH THE
DRUG-FREE WORKPLACE ACT OF 1988**

CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statue conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor or host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date: October 1, 2025

City of Mobile

Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) 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 office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) 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 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.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Date: October 1, 2025

City of Mobile
 Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

**ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE NEEDS OF
LOWER INCOME MINORITY AND RURAL RESIDENTS
{SEC. 306 8 (A) (5) (a) (II)}**

City of Mobile _____

Date: October 1, 2025

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**Certification Regarding Debarment, Suspension, Ineligibility,
And Voluntary Exclusion - Lower Tier Covered Transactions**

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date: October 1, 2025

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

2025-2026

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with the South Alabama Regional Planning Commission to perform all necessary services provided under this contract for Parks and Recreation Department. The Planning Agency agrees to pay the contractor (The City of Mobile) as provided in the statement of work but in no event shall exceed \$50,000 as outlined in the agreement attached hereto and made a part hereof as though set forth in full. The City shall contribute \$152,676. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted: _____ City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C#5473



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Volkert, Inc. for engineering services.

Amount of Contract:

\$829,923.00

Funding Source

C1032

ATTACHMENTS:

1. 2025-3005-26 Riverwalk Plaza Intersection Improvements and RSA Park (Volkert, Inc.)

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Riverwalk Plaza Intersection Improvements and RSA Park (D2);
COM Project# 2025-3005-26

PROJECT #: C1032 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$829,923.00

VENDOR NAME: Volkert, Inc.

VENDOR NUMBER: 22750

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **N X**; 5% of the 1st 50% _____ or If
different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 8/21/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

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 **Volkert, Inc.** for work as outlined in the contract attached hereto, regarding **Riverwalk Plaza Intersection Improvements and RSA Park**, and made a part hereof as set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

Project Name: Riverwalk Plaza Intersection Improvements and RSA Park
COM Project: 2025-3005-26

Cost: \$829,923.00

ADOPTED:

City Clerk



**RIVERWALK PLAZA INTERSECTION IMPROVEMENTS
AND RSA PARK**

PROJECT NO. 2025-3005-26

ENGINEER:

VOLKERT, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This CONTRACT made and entered into this _____ day of _____, 20 __, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **VOLKERT, INC.** (hereinafter called the "ENGINEER").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company assigned to this PROJECT is **VOLKERT, INC.**

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

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

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – RiverWalk Plaza Intersection Improvements and RSA Park, City of Mobile Project No. 2025-3005-26. See Exhibit A for location. The professional engineering design services may include design, surveying services, traffic study analysis and/or simulation, preparation of plans/specifications/cost estimates/bid documents, geotechnical engineering services; and other engineering services as directed by the CITY ENGINEER.

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the ENGINEER.

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

II. STANDARDS OF PERFORMANCE

The CITY hereby retains the ENGINEER, and the ENGINEER accepts such retention, to furnish all professional engineering services required for the PROJECT in accordance with the terms of this Agreement. The ENGINEER's services shall include, but not be limited to, all work necessary for the proper sequencing, coordination, and completion of the tasks described in Section III (Scope of Work).

1. Applicable Standards

- a. All plans, specifications, reports, and other deliverables prepared by the ENGINEER shall conform to the latest Standard Specifications of the Alabama Department of Transportation, as well as all applicable City of Mobile ordinances, codes, manuals, and standard details.
- b. Prior to commencing any work, the ENGINEER shall review and incorporate the CITY's current design criteria, drafting conventions, survey control, and other established practices.

2. Quality and Professional Care

- a. The ENGINEER shall exercise the degree of skill and care ordinarily exercised by members of the same profession practicing under similar conditions at the same time and in the same locality ("professional standard of care").
- b. The ENGINEER shall promptly notify the CITY in writing of any conflicts, discrepancies, or errors discovered in the governing standards or in the CITY's provided materials.

3. Sequence and Coordination

- a. The ENGINEER shall perform all services in proper sequence and in coordination with the CITY, any third-party reviewers, utility owners, permitting agencies, and other project stakeholders.
- b. Where milestones or reviews by others are required, the ENGINEER shall allow sufficient time for CITY review and comment, as set forth in Section III, without impacting the overall project schedule.

4. Submittals and Reviews

All work products shall be submitted electronically and in hard copy (as specified in Exhibit D) for administrative review and approval by the CITY's Project Manager.

5. Compliance with Laws and Regulations

The ENGINEER's services shall comply with all federal, state, and local laws, regulations, permits, and professional licensing requirements applicable to the PROJECT.

III. SCOPE OF WORK

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

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids for the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict with construction.
- c. Provide cost estimates and alternatives for construction of the PROJECT.
- d. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- e. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.
- f. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size, and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.
- g. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.
- h. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.
- i. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
- j. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the

construction plans and on the cover of final design calculations and on the cover of final design calculations.

- k. Identify and obtain all permits required by federal, state, and local agencies in order to complete the PROJECT.

3. Design Surveys

- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.
- b. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000-foot intervals. Bench marks shall be tied to USGS benchmarks, or other approved elevation datum.
- c. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
- d. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence, and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at various stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **Design Development (Task 1A/1B)** shall commence upon issuance of the Notice to Proceed issued by the City. This task will provide for the engineering design and analysis efforts needed to achieve the goal of the project including geometric, pavement, drainage, utility, electrical, traffic signal, and landscaping design. The information developed during this task will be used to develop construction plans and specifications to be used in the construction of the project.
- (2) **30% Design Submittal (Task 2A/2B)** shall be made **Six (6) weeks** after issuance of the Notice to Proceed by the City. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, design parameters, topographic information, proposed rerouting of utilities, and potential problems. Plans shall be provided to each utility at this time.
- (3) **60% Design Submittal (Task 3A/3B)** shall be made **Eight (8) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified in the plans. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
- (4) **90% Design Submittal (Task 4A/4B)** shall be made **Five (5) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts

should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a “Plan-in-Hand” on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

- (5) **100% Design Submittal (Task 5A/5B)** shall be made **Two (2) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- (6) **Traffic Study Analysis (Task 6A)**, the Traffic Study report shall be submitted by **Two (2) weeks** after 60% comments are received by ENGINEER. This task will include the traffic study analysis for the proposed intersection modifications. The tasks will include data collection, processing the traffic data, developing a Synchro and TDM Model, analysis of the existing, no-build, and build conditions, and development of a final report.
- (7) **Traffic Simulation (Task 7A)**, this task will include the requested traffic simulation to close I-10 Exit 26B and modify the traffic signals at the Water Street and Dauphin Street Intersection to simulate the proposed intersection modifications. Traffic data will be gathered during the simulation that will be utilized in Task 6A (Traffic Study Analysis) for determining the feasibility of the proposed intersection modifications. No direct submittal required from this Task.
- (8) **Geotechnical Services (Task 8A/6B)**, this task will include the soil investigations and recommendations required to develop the construction documents described in Tasks 2A/2B through 5A/5B. The testing and analyses performed under this Task shall be in accordance with accepted AASHTO Standards and Alabama Department of Transportation Standard Specifications and appropriate design procedures and standards.
- (9) **Topographic Survey (Task 9A/7B)**, this task will be issued at the direction of the CITY ENGINEER and will require the ENGINEER to perform a topographic survey along the PROJECT and will locate all significant features within or adjacent to the PROJECT.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY’s tender of payment of fees.
- c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of

Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this PROJECT.
- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days' written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. Any use of such documents by the CITY or others on any Project other than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation or liability to any extent whatsoever on the part of ENGINEER. In the event of termination, the ENGINEER shall be compensated for

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

C. The CITY and the ENGINEER each bind itself, its successors, and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Neither Party shall transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the other Party; which such consent shall be granted or denied solely at the other Party's discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of five (5) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

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

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Development services in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed:
 - a. Task 1A - \$145,880.00 (One Hundred Forty-Five Thousand, Eight Hundred Eighty Dollars and Zero Cents).
 - b. Task 1B - \$90,956.00 (Ninety Thousand, Nine Hundred Fifty-Six Dollars and Zero Cents).

- b. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed:
 - a. Task 2A - \$38,146.00 (Thirty-Eight Thousand, One Hundred Forty-Six Dollars and Zero Cents).
 - b. Task 2B - \$23,228.00 (Twenty-Three Thousand, Two Hundred Twenty-Eight Dollars and Zero Cents).
- c. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed:
 - a. Task 3A - \$68,568.00 (Sixty-Eight Thousand, Five Hundred Sixty-Eight Dollars and Zero Cents).
 - b. Task 3B - \$43,161.00 (Forty-Three Thousand, One Hundred Sixty-One Dollars and Zero Cents).
- d. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed:
 - a. Task 4A - \$48,593.00 (Forty-Eight Thousand, Five Hundred Ninety-Three Dollars and Zero Cents).
 - b. Task 4B - \$31,241.00 (Thirty-One Thousand, Two Hundred Forty-One Dollars and Zero Cents).
- e. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design services in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed:
 - a. Task 5A - \$24,860.00 (Twenty-Four Thousand, Eight Hundred Sixty Dollars and Zero Cents).
 - b. Task 5B - \$18,047.00 (Eighteen Thousand, Forty-Seven Dollars and Zero Cents).
- f. The ENGINEER shall complete the Traffic Study Analysis in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed:
 - a. Task 6A - \$167,490.00 (One Hundred Sixty-Seven Thousand, Four Hundred Ninety Dollars and Zero Cents).
- g. The ENGINEER shall complete the Traffic Simulation in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed:
 - a. Task 7A - \$83,003.00 (Eighty-Three Thousand, Three Dollars and Zero Cents).

- h. The ENGINEER shall complete the Geotechnical Services in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed:
 - a. Task 8A - \$22,000.00 (Twenty-Two Thousand Dollars and Zero Cents).
 - b. Task 6B - \$11,000.00 (Eleven Thousand Dollars and Zero Cents).
- i. The ENGINEER, as directed by the CITY ENGINEER, shall complete the Topographic Survey Services in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed:
 - a. Task 9A - \$8,250.00 (Eight Thousand, Two Hundred Fifty Dollars and Zero Cents).
 - b. Task 7B - \$5,500.00 (Five Thousand, Five Hundred Dollars and Zero Cents).
- j. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total, and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$829,923.00 (Eight Hundred Twenty-Nine Thousand Nine Hundred Twenty-Three Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Code of Ala. §41-9A-3.
- B. **INSURANCE**- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

- 1. **Professional Liability Insurance**:

Professional Liability Insurance including design with the limits not less than

\$1,000,000 per claim with an aggregate limit of at least \$2,000,000.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured
3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be
6. responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is TIF Funds, (C1032). Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

The CONSULTANT shall comply with all applicable Federal, State, and local laws concerning nondiscrimination, including §14-9 of the Mobile City Code. During the performance of this Agreement, the CONSULTANT agrees:

1. Not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability, and to take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to those factors.
2. To include the foregoing obligations in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, and to post in conspicuous places available to employees and applicants such notices as the City may provide.
3. To include these nondiscrimination provisions in every subcontract or purchase order, unless exempted by written authorization of the City, so that such provisions are binding upon each subcontractor or vendor.
4. To comply with the Americans with Disabilities Act of 1990.
5. That in the event of noncompliance with these provisions, this Agreement may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further City contracts.

Participation by Socially and Economically Disadvantaged Individuals. Pursuant to §14-10 of the Mobile City Code, the CONSULTANT shall make every reasonable effort to ensure that at least fifteen percent (15%) of the value of the work under this Agreement is performed by socially and economically disadvantaged individuals or business entities.

- If the CONSULTANT has no qualifying employees or subcontractors, or if the nature of the work does not reasonably permit subcontracting, the CONSULTANT shall document its good-faith efforts to achieve participation.
- Good-faith efforts may include outreach to certified disadvantaged business enterprises (DBEs), solicitation of bids from minority- or women-owned firms, advertising subcontract opportunities, or written explanations of why subcontracting was not feasible for this engagement.
- Demonstration of such good-faith efforts shall constitute compliance with this requirement, even if the 15% threshold is not met.

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

Volkert, Inc.

By: Harold Z. Eubanks

Print: Harold Z. Eubanks

Its: Regional Vice President

Address: 1110 Montlimar Dr., Suite 1050

Mobile, AL 36609

Telephone: 251-342-1070

STATE OF ALABAMA
CITY OF MOBILE

I, Christina Williams, a Notary Public in and for said State and County, hereby certify that Harold Z. Eubanks, whose name as Regional Vice President of VOLKERT, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

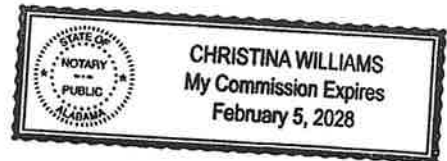
Given under my hand and notarial seal on this the 21 day of Aug, 2025.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor



ATTEST:

By: _____
Its City Clerk
Print: _____

EXHIBIT A: PROJECT LOCATION

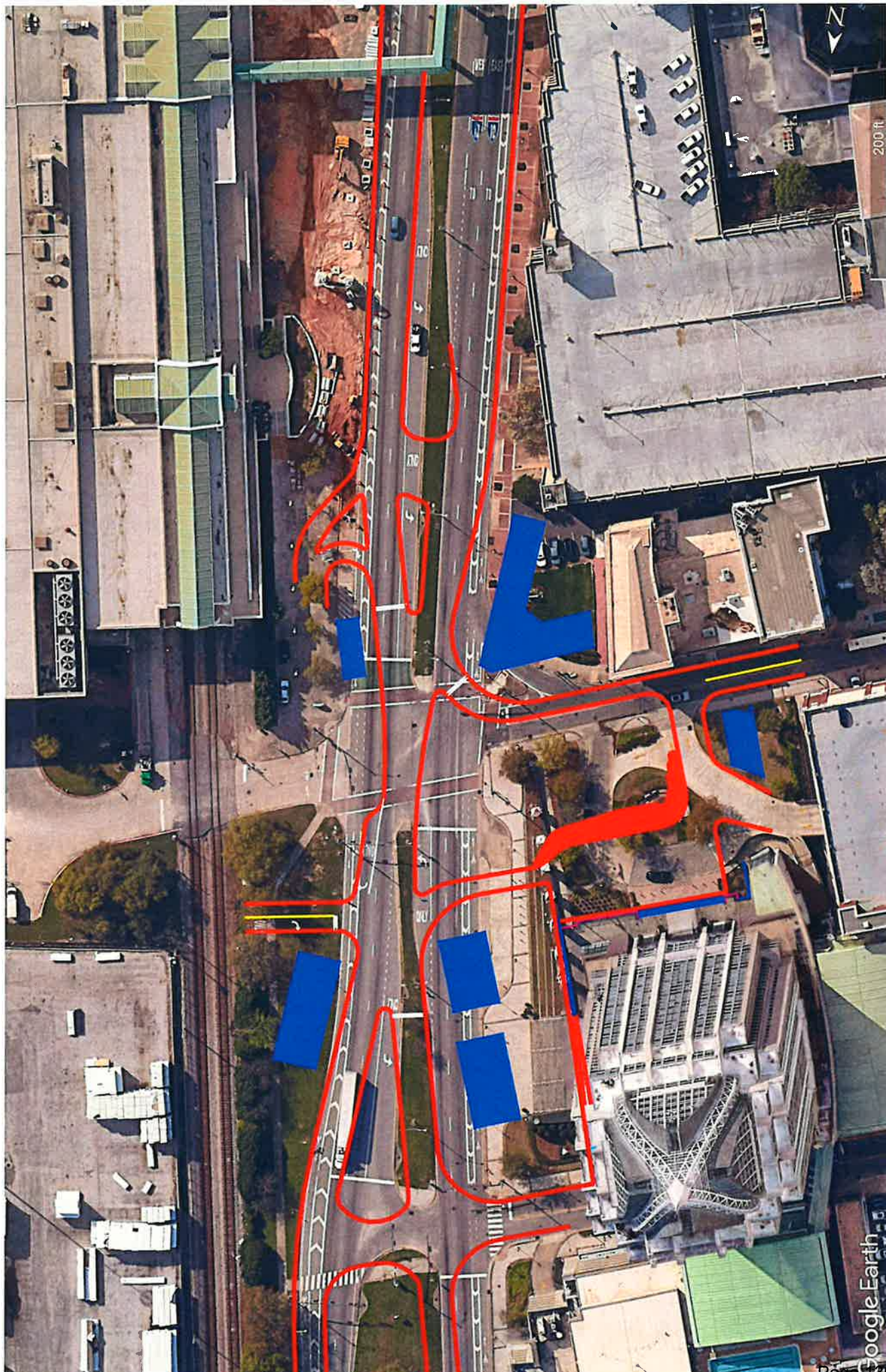


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **RIVERWALK PLAZA INTERSECTION IMPROVEMENTS AND RSA PARK**, City of Mobile Project No. **2025-3005-26**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (all phases) to be paid the ENGINEER shall not exceed \$829,923.00 [**Eight Hundred Twenty-Nine Thousand Nine Hundred Twenty-Three Dollars and Zero Cents**], unless authorized by the CITY.

CITY DISTRICT: District 2

FUNDING SOURCE: TIF, C1032

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

VOLKERT - SUMMARY OF HOURLY RATES RIVERWALK PLAZA - INTERSECTION IMPROVEMENTS	
STAFF CATEGORY	Rate
Project Manager - Civil	\$236.00
Project Manager - Traffic	\$242.50
Staff 2 Professional	\$201.00
Traffic Engineer II	\$157.50
Staff 1 Professional	\$126.00
Traffic Engineer I	\$138.00
Technician	\$124.00
Administrative Assistant	\$98.00

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

SUMMARY OF ENGINEERING FEE PROPOSAL		
RIVERWALK PLAZA - INTERSECTION IMPROVEMENTS		
BASIC / PROFESSIONAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
1A	DESIGN DEVELOPMENT	\$145,880.00
2A	30% CONSTRUCTION DOCUMENTS	\$38,146.00
3A	60% CONSTRUCTION DOCUMENTS	\$68,568.00
4A	90% CONSTRUCTION DOCUMENTS	\$48,593.00
5A	100% CONSTRUCTION DOCUMENTS	\$24,860.00
6A	TRAFFIC STUDY ANALYSIS	\$167,490.00
7A	TRAFFIC SIMULATION	\$83,003.00
TOTAL BASIC SERVICE COST - LUMP SUM		\$576,540.00
SPECIAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
8A	GEOTECHNICAL SERVICES	\$22,000.00
9A	TOPOGRAPHIC SURVEY SERVICES	\$8,250.00
TOTAL SPECIAL SERVICE COST - COST PLUS (NTE)		\$30,250.00
SUBTOTAL FOR INTERSECTION IMPROVEMENTS		\$606,790.00

SUMMARY OF ENGINEERING FEE PROPOSAL		
RIVERWALK PLAZA - RSA PARK DESIGN		
BASIC / PROFESSIONAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
1B	DESIGN DEVELOPMENT	\$90,956.00
2B	30% CONSTRUCTION DOCUMENTS	\$23,228.00
3B	60% CONSTRUCTION DOCUMENTS	\$43,161.00
4B	90% CONSTRUCTION DOCUMENTS	\$31,241.00
5B	100% CONSTRUCTION DOCUMENTS	\$18,047.00
TOTAL BASIC SERVICE COST - LUMP SUM		\$206,633.00
SPECIAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
6B	GEOTECHNICAL SERVICES	\$11,000.00
7B	TOPOGRAPHIC SURVEY SERVICES	\$5,500.00
TOTAL SPECIAL SERVICE COST - COST PLUS (NTE)		\$16,500.00
SUBTOTAL FOR RSA PARK		\$223,133.00

TOTAL PROJECT COSTS \$829,923.00

EXHIBIT E: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT NAME:		FAX (A/C, No):			
		PHONE (A/C, No, Ext):					
		E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE			NAIC #		
		INSURER A:					
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
INSURED							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY ☐ PROJECT ☐ LOC ☐						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ☐						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS ☐						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS ONLY ☐						\$
	NON-OWNED AUTOS ONLY ☐						
	UMBRELLA LIAB ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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: _____							
Project Number: 20xx-3005-xx							
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).							
CERTIFICATE HOLDER				CANCELLATION			
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE			

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STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Harold Z. Eubanks (affiant) who, being duly sworn says as follows:

Regional Vice President of Volkert, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Regional VP for Volkert, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Volkert, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

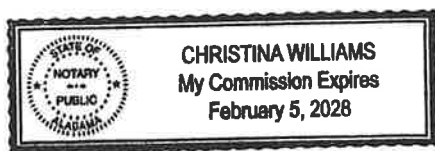
Harold Eubanks

Regional Vice President of Volkert, Inc.

Sworn to and subscribed before me this the 21 day of Aug, 2025.

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

[Signature]
Signature and Seal of Notary Public



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

**DBE Compliance
DBE UTILIZATION REPORT**

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:						Estimated Completion Date:	
This report is for the month of: (CHECK ONE):		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____	
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$		\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

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

Form 2: Good Faith Effort Documentation

Name of Bidder: Volkert, Inc. Phone 251-605-6020 Email Jordan.Stringfellow@volkert.com
 Contact Person: Jordan Stringfellow

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
N/A		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A		CMDBE/ALDOT DBELIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
N/A		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.
N/A		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.
N/A		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.)
N/A		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
N/A		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.



CONTRACT RECORDS:

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, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements. Given the specific nature of this project scope (traffic study & intersection improvements design), it was not possible to break out 15% of the scope for DBE subs / 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2025

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

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

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharette GA 30022	CONTACT NAME: Greyling COI Specialist	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 770.756.6599	E-MAIL ADDRESS: greylingcerts@greyling.com	
INSURED Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins Co of Pittsburg		19445
	INSURER B : Everest National Insurance Company		10120
	INSURER C : New Hampshire Insurance Company		23841
	INSURER D : Allied World Surplus Lines Insurance Co		24319
	INSURER E : Endurance American Specialty Ins Co		41718
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 745775350**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:			9894987	4/1/2025	4/1/2026	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 E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ excess auto CSL \$ 1,000,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			XC3CU00031251	4/1/2025	4/1/2026	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) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	WC067961222	4/1/2025	4/1/2026	☒ 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
D	Professional Liab incl Poll. Liab.			03129811	4/1/2025	4/1/2026	Per Claim Aggregate \$2,000,000 \$2,000,000

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

The Project Name: Riverwalk Plaza Intersection Improvements and RSA Park. The Project Number is 2025-3005-26.
City of Mobile are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**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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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 297-00-73

issued to VOLKERT, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 297-00-73

issued to VOLKERT, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC 067961222

Issued to VOLKERT, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

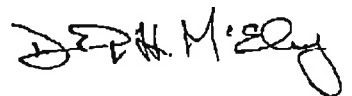
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 297-00-73

issued to VOLKERT, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$3,964.14 be transferred from the District 8 General Fund, Discretionary Account DSC-08, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used to **assist with the July 31, 2025, Hall of Fame Walk event.**

BE IT FURTHER RESOLVED, that said fund transfer to the Mobile Convention Center, to assist with the Hall of Fame Walk event, is hereby declared to serve a public purpose.

Adopted:

City Clerk

OFFICE OF THE MAYOR



August 19, 2025

Mr. Scott Collins
Executive Director, Finance
City of Mobile

Dear Scott,

Please disburse \$3,964.14 from the Mayor's Discretionary Funds to the Mobile Convention Center (60806080-42140) to assist with the event on July 31st, 2025.

The contact person is Tiffany Johnson, Accounting Manager. She can be reached at 251-208-2114, or via email at tiffany.johnson1@oakviewgroup.com. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Stimpson'.

William S. Stimpson
Mayor

Cc: Donna Bryars, Comptroller
Ricardo Woods, City Attorney
James Barber, Chief of Staff
Joe Snowden, Deputy Chief of Staff
Tiffany Johnson, OVG



EVENT: HALL OF FAME WALK BREAKFAST

EVENT DATE: July 31, 2025

INVOICE DATE: 08/19/25

INVOICE: MOBILE-073125-01

SUPPORTING SERVICES:

Liability Insurance	-	
Electric	-	
OVG Hospitality (see attached for details)	5,624.64	
Bulk Trash Removal / Trash Hauling	-	
Personnel	340.00	**
Rentals	-	**
Other	1,006.50	**

**** See Attached "Schedule of Supporting Services" for breakdown of these amounts.**

Total Supporting Services 6,971.14

RENT: 1,035.00

Total Rent 1,035.00

Total Charges 8,006.14

LESS: DEPOSITS RECEIVED for Rent, Support'g Services, A/V & Catering

3,500.00 *City Council*

****Payments of:**

TOTAL DUE MOBILE CONVENTION CENTER

4,506.14

- \$1,000 Merchants - RCVD
- \$1,000 Sk. Bowl R? - RCVD - FU SCOTT
\$2,506.14
+ \$1,458.00 Florals
\$3,964.14

\$2,340 added day before

OVG Hospitality

INVOICE

for: Event # E06853
on: Thursday, July 31, 2025

Client/Organization
City Of Mobile
Address

Event Date
7/31/2025 (Thu)

Event #
E06853

162

PLATED BREAKFAST: @ 28.00

4,536.00

Subtotal
Administrative Fee
Taxes
Total

4,536.00
1,088.64
0.00
5,624.64

10%

Paid
Balance

0.00
5,624.64

Thank you for this opportunity to serve you.

Equipment Subtotal:	\$715.00
Total Discount:	(\$282.50)
Equipment Total:	\$432.50
Labor:	\$574.00
Job Total:	\$1,006.50
Payment Applied:	\$0.00
Balance Due:	\$1,006.50

REMIT TO: Projection Video Services
P.O. Box 890472
Charlotte, NC 28289-0472.
(703) 912-1334

Invoice #100289
Please include the Invoice # on your check or money order

00000203 / 20-20-01-00-203 - Mobile Convention Center

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the general election for the City of Mobile was duly and legally held on August 26, 2025, as provided by law; and

WHEREAS, the municipal governing body of the City of Mobile met on this 2nd day of September, 2025, a quorum thereof being present at 12:00 noon, and has canvassed the returns and has ascertained and determined the number of votes received by each candidate, and

WHEREAS, the said municipal governing body has ascertained and determined the result of said election as follows:

<u>MAYOR</u>	<u>TOTAL VOTES</u>
Spiero Cheriogotis	11,389
Barbara Drummond	13,897
Connie Hudson	7,722
Paul Prine	8,186
 <u>COUNCILMEMBER DISTRICT 1</u>	
Cory Penn	3,771
Herman Thomas	1,766
 <u>COUNCILMEMBER DISTRICT 2</u>	
William Carroll	2,678
Reggie Hill	256
Samantha Ingram	3,271
 <u>COUNCILMEMBER DISTRICT 4</u>	
Bill Appling	1,517
Ben Reynolds	5,351
 <u>COUNCILMEMBER DISTRICT 6</u>	
Matt Frazier	1,294
Paul "Donk" Underdonk	250
Josh Woods	3,922
 <u>COUNCILMEMBER DISTRICT 7</u>	
Robert E. Battles, Sr.	1,710
Gina Gregory	3,601

A copy of the Canvass Printout by machine is attached hereto and made a part hereof as though set forth in full.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

1. That no candidate received a majority of the votes cast for the office of Mayor, and Barbara Drummond and Spiro Cherigotis received the most and second most votes cast for that office; therefore, a runoff election between said candidates is hereby ordered to be held on Tuesday, September 23, 2025, pursuant to the requirements of Section 11-46-20 et seq. of the Alabama Code of 1975, as amended.
2. That Cory Penn received a majority of the votes cast for the office of City Council, District 1, and is hereby declared duly elected to that office for the term beginning the first Monday in November, 2025.
3. That Samantha Ingram received a majority of the votes cast for the office of City Council, District 2, and is hereby duly elected to that office for the term beginning the first Monday in November, 2025.
4. That Ben Reynolds received a majority of the votes cast for the office of City Council, District 4, and is hereby declared duly elected to that office for the term beginning the first Monday in November, 2021.
5. That Josh Woods received a majority of the votes cast for the office of City Council, District 6, and is hereby declared duly elected to that office for the term beginning the first Monday in November, 2025.
6. That Gina Gregory received a majority of the votes cast for the office of City Council, District 7, and is hereby declared duly elected to that office for the term beginning the first Monday in November, 2025.

Adopted:

City Clerk

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.

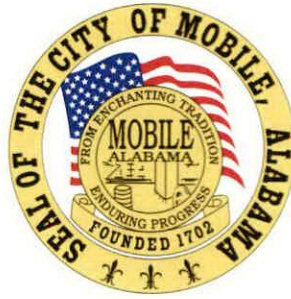
Type of application: Retail Beer/Table Wine (Off Premise Only) License

Submitted by: Al Shami, LLC

Location: Broad Street Food Mart
501 S. Broad Street
Mobile, AL 36603

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/21/2025	TRANSFER - OWNERSHIP	2025 - 5744	132056	2	September 2, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

AL SHAMI LLC

Trade Name (DBA)

BROAD STREET FOOD MART

Location Address

501 S BROAD STREET

City, State, Zip Code

MOBILE AL 36603

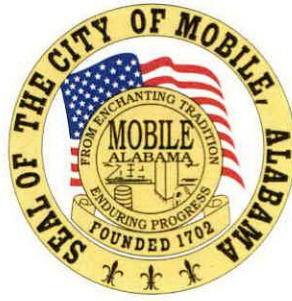
Comments

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/21/2025	TRANSFER - OWNERSHIP	2025 - 5744	132056	2	September 2, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

AL SHAMI LLC

Trade Name (DBA)

BROAD STREET FOOD MART

Location Address

501 S BROAD STREET

City, State, Zip Code

MOBILE AL 36603

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
08/21/2025	TRANSFER - OWNERSHIP	2025 - 5744	132056	2	September 2, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

AL SHAMI LLC

Trade Name (DBA)

BROAD STREET FOOD MART

Location Address

501 S BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Contact Person Information				
Name	Title	POA	Phone	Email
JAMES KECK				JKECK@JKECKPC.COM

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

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

TARA HARRIS

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date 08/21/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5744	License Account # 132056	Council District 2	Council Agenda Date September 2, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name AL SHAMI LLC			Trade Name (DBA) BROAD STREET FOOD MART		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/14/2025	SOS Entity ID 001-190-640	State AL	County MOBILE
Federal Tax ID (FEIN) 39-2139883	Alabama State Sales Tax ID R012598603	Business Phone Number ---			
Physical Address (Street Address, Suite #) 501 S BROAD STREET		City MOBILE	State AL	Zip Code 36603	
Mailing Address (Street Address, Suite #, PO Box) 501 S BROAD STREET		City MOBILE	State AL	Zip Code 6603	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name JAMES KECK	Title	POA	Phone	Email JKECK@JKECKPC.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name TSS1LLC			Trade Name (DBA) BROAD STREET FOOD MART		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 010628849	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 ABDULIAH MOHAMED			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1365 LAKEWOOD DR			City THOMASVILLE	State AL	Zip Code 36784
Bldg Square Footage 1,300	Bldg Seating Capacity 0	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? NO Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> MOHAMMED AL SHAMI		<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>					
YES	<u>If Yes, Law Violation</u> POSSESSION OF MARIJUANA	<u>Arresting Agency</u> MOBILE POLICE DEPARTMENT	<u>Arrest Date</u> 09/25/2024	<u>Disposition</u> DISMISSES	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> 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

MA

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.

MA

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.

MA

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.

MA

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.

MA

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.

MA

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.

MA

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

Mohammad Alshami
Owner/Applicant/POA Signature

8/26/25
Title of Person Signing this Application

Sworn to and subscribed before me this

26

day of August

20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



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 advertising 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:

AL SHAMI LLC
BROAD STREET FOOD MART
dba

has made application to the City Council of the City of Mobile for a
050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
for the premises located at

501 S BROAD 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 **September 2, 2025** for application number **2025 - 5744**

- 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

Mo Howard Alsham

Revenue Department Representative

TARA HARRIS

CITY OF MOBILE
REVENUE DEPARTMENT

August 25, 2025



BROAD ST FOOD MART
501 SOUTH BROAD STREET
MOBILE, AL 36603 USA

ACCOUNT NUMBER: 132056 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>
2125620	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250716112913800

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **BROAD STREET FOOD MART**

Filing Fee:

Applicant: **AL SHAMI LLC**

Transfer Fee: \$100.00

Location Address: 501 S BROAD ST MOBILE, AL 36603

Mailing Address: 501 S BROAD ST MOBILE, AL 36603

County: MOBILE Tobacco sales: YES Tobacco Vending Machines:

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-190-640

Do you sell Draft Beer?:

Date Incorporated: 05/14/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 05/14/2025

Federal Tax ID: 39-2139883

Alabama State Sales Tax ID: R012598603

Name:	Title:	Date and Place of Birth:	Residence Address:
MOHAMMED AL SHAMI	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: JAMES KECK

Business Phone: 205-370-3703

Fax:

Home Phone:

Cell Phone:

E-mail: JKECK@JKECKPC.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: BROAD STREET FOOD MART

Applicant: TSS1LLC

Previous License Number(s)

License 1: 050-010628849

License 2: 070-010628849



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250716112913800

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

Name of Property owner/lessor and phone number: **ABDULLAH MOHAMED 205-523-1839**

What is lessors primary business? **REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**

Does the premise have a fully equipped kitchen? **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? **NO**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **1300** Display Square Footage:

Building seating capacity: **0** 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:
MOHAMMAD YAHYA AL SHAMI	09/25/2024 POSSESSION OF MARIJUANA	MOBILE POLICE DEPARTMENT	DISMISSED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250716112913800



Initial each

MA
MA

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

MA

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

XX

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

XX

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

MA

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

MA

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.

MA

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.

MA

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): MOHAMMAD YAHYA ALI AL-SHAMIRI

Signature of Applicant: mohammad Alshami

Notary Name (print): Natalie Bryan

Notary Signature: Natalie Bryan

Commission expires: 2-16-2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250716112913800

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?:

CONVENIENCE STORE AND SMOKE SHOP

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

AL-Shami LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Mohammed Y Al- Shami Al- Shami

Street (no PO Boxes) address of registered office (must be located in Alabama):

501 S Broad St Mobile, AL 36603

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. of State
001-190-640 DLL
Date 05/14/2025
Time 09:35:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 5 / 14 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 09 : 36 ☒ AM or ☐ PM. (cannot be noon or midnight - 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

5 / 14 / 2025
Date (MM/DD/YYYY)

Mohammed Al Shami

Signature as required by 10A-5A-2.04

Member

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

AL-Shami LLC

This name reservation is for the exclusive use of Mohammed Yahya Ali Al-
Shami, 900 Downtonwer Blvd Apt 428, Mobile, AL 36603 for a period of one
year beginning May 14, 2025 and expiring May 14, 2026

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

May 14, 2025

Date



Wes Allen

Secretary of State

RES219154

 DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-14-2021

Employer Identification Number:
39-2139883

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

AL-SHAMI LLC
MOHAMMED AL- SHAMI SOLE MBR
900 DOWNTOWNER BLVD APT 428
MOBILE, AL 36609

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2139883. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2025
Form 940	01/31/2026

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

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 9552, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 936, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your financial institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efilebusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is AL-S. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (1-800-829-3675).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

AL-SHAMI LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012598603	06/15/2025	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: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

501 S BROAD ST MOBILE AL 36603-1106



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

LOT 2B BLK 42D LAND DISPOSAL MAP RESUBDIV OF LOT 2 BLK 42D UNIT 23 MAP 1 CENTRAL
TEXAS ST AREA PROJ ALA R-38 MBK 28 PG 77 #SEC 38 T6S R2W #MP29 10 38 0 002

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by AL-SHAMI 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 8th day of Aug 2025

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Natalie Bryan

Natalie Bryan

2-16-26

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

ABDULLAH MOHAMED

MOHAMMAD YAHYA ALI AL-SHAMI

Owner of Property (Signature)

Applicant Name (Signature)

Muneeb Mused POG

Mohammad Alshami

Street Address

Street Address

1365 LAKWOOD DR

501 S BROAD ST

City, State, Zip

City, State, Zip

THOMASVILLE AL 36784

MOBILE AL 36603

Date Agreement Signed

Date Agreement Signed

8/8/2025

8/8/2025

STATE OF ALABAMA

COUNTY OF MOBILE

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the dates below written by and between Abdullah Mohamed ("Lessor"), and AL-Shami LLC, ("Lessee"). Lessor and Lessee hereby agree as follows:

1. LEASE OF PREMISES. Lessor hereby rents and leases to Lessee Lessor's building located at 501 South Broad Street Mobile, AL 36603 ("Premises" or "Leased Premises"), to be used by Lessee as for use as a commercial food mart and gas station and no other use or purpose whatsoever, for and during the term of ten (10) years, to-wit: commencing on the 1st day of June, 2015, and expiring at midnight on the 1st day of June, 2025. Lessor covenants to keep Lessee in possession and in peaceful and quiet enjoyment of the leased premises during said term, provided Lessee complies with the terms and provisions contained herein. Lessor represents that it is the owner of the premises leased hereunder and that it has the right to lease said premises.

2. RENT. Lessee agrees to pay to Lessor at 1365 Lakewood Dr Tusculum, TN 36164 or such place as Lessor may notify Lessee in writing, as rent for the leased premises the following amounts:

Six Thousand Dollars (\$6,000.00) on the first day of each month during the term of this Lease.

If Lessee fails to pay any rental payment on or before the tenth (10th) day of the month for which it is due, Lessee shall pay Lessor a late fee of Seventy-five and 00/100 Dollars (\$75.00) in addition to the rent for said month. Notwithstanding the fact that payments may not be received by the first (1st) day of any month during the term of this Lease or any renewal or extension thereof, any such late payment shall not constitute an element of default under the Lease unless received after the tenth (10th) day of any such month.

In addition to the rent, Lessee shall pay all applicable Alabama sales tax, and any additional sales taxes due to Mobile County, Alabama on the rental amount, and any other amounts assessed by any governmental entity in connection with this lease.

At the time of execution of this lease the Lessee shall pay in advance an amount equal to the first month's rental. This amount shall be applied to the first month's rent.

3. OPTION TO PURCHASE OR RENEW. Provided that the Lease is not in default, Lessee shall have the irrevocable option to renew the Lease on the same terms as provided herein except that the rent will be increased to _____ Dollars per

month for an additional term of three (3) years, by delivering its written notice to Lessor at lease ninety (90) days prior to the termination of the initial Lease term. Accordingly, after the first renewal period of three (3) years, another three (3) year option will be provided for _____ Dollars per month rent, pursuant to the same ninety (90) days written notice requirement.

In the event that Lessor desires to sell the Leased Premises, Lessee shall have first right of refusal to purchase the property.

4. HOLDING OVER. In the event Lessee, with Lessor's consent, remains in possession of the Leased Premises at the termination of this lease and without the execution of a new lease, Lessee shall be deemed a tenant from month to month and Lessee shall remain subject to all the terms of this lease.

5. COMPLIANCE WITH LAW. Lessee agrees to comply with all the laws in regard to nuisances insofar as the Premises hereby leased are concerned, and by no act render the Lessor liable therefor. In addition, Lessee agrees to comply with all laws, rules, and orders of Federal, State, and Municipal governments and all of their departments, and the Board of Fire Underwriters, at Lessee's expense with respect to Lessee's use of the Leased Premises.

6. CONDITION OF PREMISES. Lessee hereby acknowledges that said Leased Premises are received in good condition, and agrees to pay the cost of replace all glass broken by the Lessee or agents or employees of Lessee, and to further maintain such Leased Premises in such condition, order and repair as the same are in the commencement of said term or may be put in during the term except reasonable wear and tear and damages by fire or other casualty not caused by or growing out of negligence, default or wrongful act of Lessee or the agent or employees of Lessee, and to make good to Lessor upon demand any damage to the heating, air conditioning or fixtures or appurtenances due to the act or negligence of the Lessee, or the agents or employees of the Lessee, and to permit no waste of the leased premises or to allow the same to be done, but to take good care of the same; and Lessee agrees on the termination of this lease to surrender to Lessor the quiet and peaceable possession of said leased premises in like good order as at the commencement of said term, normal wear and tear excepted.

7. MAINTENANCE OF GAS TANKS, GAS PUMPS, CANOPY
Lessor shall be responsible for the maintenance and repair for all underground gasoline storage tanks, the canopy above the gas pumps, and the habitability of all buildings included in this lease. Lessee shall be responsible for the maintenance and repair of the gas pumps themselves.

8. PROHIBITION ON SUBLEASING AND ASSIGNMENT. It is agreed that Lessee shall not have the right or power to sublease said Leased Premises or any part thereof or to transfer or assign this lease or permit the use of any part of said Leased Premises by others without the written consent of the Lessor hereon endorsed; the Lessee shall not use or permit to be used the leased premises for any other purpose than as herein provided, and shall not make any alteration of or addition to the leased premises without the written consent of the Lessor; and all additions, fixtures and improvements which may be made in and about said leased premises, except movable office furniture, shall become and be the property of Lessor and shall remain upon and be surrendered with the leased premises and as a part thereof at the expiration of said term, except as may be otherwise agreed in writing.

9. ALTERATION OF PREMISES. Except with the Lessor's prior written permission, Lessee shall not place any signs or objects on the roof or any portion of the exterior of the property; make changes to or paint the exterior; install any exterior lighting, paintings, signs or displays; place any sign or display on fences, sidewalks, parking lots or driveways of any type that may be viewed from the exterior of the leased premises. All agreed signs must be removed by Lessee at its expense at the termination of this lease. All additions and renovations, which must be performed with Lessor's approval and proper applicable permits, shall become a portion of the real property and remain upon the Premises as a part thereof upon termination of this Lease. In any event, the building should be returned in as good a condition as present, reasonable wear and tear and acts of war excepted.

10. INSURANCE. Lessee agrees during the term of this lease, at its own cost and expense, to keep all furniture, fixtures, plat glass, exterior signs, and equipment insured to the full insurable value thereof against loss or damage by fire or other casualty, with extended coverage. Lessee agrees that said insurance and all other insurance carried by Lessee shall contain a waiver of subrogation against Lessor. Lessee further agrees to carry, at its own expense, comprehensive public liability insurance coverage on the Lease Premises, with contractual liability endorsement, in a company qualified to transact business in Alabama, stipulating limits of liability of not less than One Million Dollars (\$1,000,000.00) for each accident or occurrence affecting one or more persons. That Lessor shall be named as an additional insured under all insurance policies obtained by the Lessee pursuant to this paragraph. Lessee further agrees that it shall be responsible for maintaining, at its sole expense, hazard, property and casualty insurance, including wind and flood, if applicable, on the Leased Premises and all improvements for the full insurable value with a company acceptable to Lessor, with initial policy to be _____ Dollars building replacement value. Lessor reserves the right to increase the required limit of full insurable value after a period of two (2) years, reflecting any increases in replacement value, with appropriate notice given to Lessee.

11. REMEDIES UPON DEFAULT. Both parties agree, in the event it becomes necessary to employ an attorney to collect any of the rent agreed to be paid, or to enforce performance of any of the provisions of this lease, the losing party shall pay all costs of any kind and reasonable attorneys' fees charged therefor, whether or not suit is actually required to be filed, and including litigation through all appeals. Lessee hereby covenants that if any default is made in the payment of said rent or any part thereof, at the times above specified, or if default is made in the performance of any of the covenants or agreements herein contained, or if any rule or regulation hereinafter set out be violated by Lessee, its agents, employees, or others entering said building and enjoying the protection thereof, at the option of the Lessor, shall wholly cease and terminate, and said Lessor shall have the right to and may re-enter the said leased premises and remove all persons therefrom; and the said Lessee hereby expressly waives the service of any notice in writing or intention to re-enter, notice to terminate the tenancy, notice to quit or demand for possession.

12. ACCELERATION OF RENT. It is mutually agreed that a default hereunder shall occur if: (a) Lessee fails to pay rent or any other monetary obligation hereunder within ten (10) days of Lessee's receipt of written notice thereof from Lessor, or (b) Lessee fails to cure to take reasonable steps to cure any non-monetary breach of Lessee's performance obligations hereunder within thirty (30) days of Lessee's receipt of written notice thereof from Lessor. Upon default, then at the election of the Lessor, all the remaining installments through the expiration date shall at once become due and payable, without further notice to Lessee, this lease being sufficient notice; and if in

order to entitle the Lessor to do so, it shall not be necessary to give any notice of the rent or any installment being due and unpaid, or to make any demand for same, or to give any notice of the violation of this lease by Lessee, the execution of this lease, signed by the said Lessor and Lessee, which execution is hereby acknowledged being sufficient notice of the rent being due, and of the demand for same, and shall be so construed between the parties hereto, any law, usage, or custom to the contrary notwithstanding.

13. WAIVER. Acceptance of delinquent rent, or prior waiver of any Lessor's rights hereunder shall not constitute a waiver of Lessor's rights to prompt payment or damages in event of subsequent default or breach by Lessee.

14. BANKRUPTCY. It is further agreed that if at any time during the term of this lease Lessee should file a voluntary petition in bankruptcy, or should an involuntary petition in bankruptcy be filed against said Lessee by any person, then the filing of either of said petitions shall cause the entire rent for the whole term of this lease to fall due and immediately become due and payable and the Lessor may without notice, or demand for said rent, proceed to enforce the collection of said rent in the same manner and by the same process as for the collection and enforcement of past due rent.

15. JANITORIAL SERVICE, LAWN AND GROUND MAINTENANCE, PEST CONTROL AND UTILITIES. Lessee shall be responsible for obtaining and paying for all janitorial service, lawn and ground maintenance, routine pest control and utilities, including, without limitation, electricity, gas, water, telephone, sewerage and garbage disposal.

16. MAINTENANCE AND REPAIR. Lessor, at its sole cost and expense, shall maintain and keep in good repair of the roof, exterior and supporting walls of the Leased Premises, the parking lot, storm water retention areas, and the exterior utilities hookups to the main utility service lines; provided, however, that the cost of such repairs required as a result of excess truck loads placed on the parking lot or the negligence or willful act of Lessee, its customers, licensees, agents, servants or employees shall be borne by Lessee and the Lessor will not be required to repair minor parking lot cracks that do not affect the structural integrity of the parking lot. Lessee, at its sole cost and expense, whether the same shall be the property of Lessee or Lessor, shall promptly repair, replace and at all times maintain in good condition the exterior signs, heating units, air conditioning equipment, electrical fixtures and equipment, plumbing, plumbing equipment and fixtures, and the interior of said Leased Premises, including all interior painting or decorations of every kind, all door and window screens and replace all broken or damaged glass, including window glass and plate glass, and such repairs and replacements shall be made only by persons approved in advance in writing by Lessor, and the same shall be and become the property of the Lessor. Lessor to give a thirty (30) day warranty on all equipment from date of occupancy. HVAC compressor has approximately _____ years left on warranty +/-.

17. RIGHT OF INSPECTION. The Lessor, by his/her employees or agents, shall have at all reasonable times during office hours or by private appointment, right to enter the leased premises to inspect same; and may make such repairs and alterations as may be deemed by the Lessor necessary to the preservation of the Leased Premises or the building; the Lessor is not required to do any repairing upon the premises leased herein unless so agreed in writing in this lease.

18. TAXES. Lessee shall pay the ad valorem property taxes assessed against the leased premises per the annual tax notice provided to Lessee or by the Lessor. Lessee shall furnish Lessor with a check for the appropriate amount made to "Mobile County Tax Collector" so that the Lessor may physically make the payment and furnish Lessee with all appropriate receipts.

Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in or on the premises or elsewhere, including any applicable Alabama sales tax due thereon.

19. FIRE OR CASUALTY. In the event the leased premises or the building or any part thereof shall be so injured by fire or other casualty during said term so that the leased premises are rendered untenable, then in case such injury is not capable of being repaired by Lessor in the exercise of reasonable diligence within one hundred eighty (180) days thereafter, or if Lessor does not actually complete such repairs within one hundred eighty (180) days after such loss or damage, it shall be optional with either party hereto to cancel this lease by giving the other party written notice to that effect; and in event of cancellation, rent shall be paid only up to the date of such injury. Lessor shall provide written notice to Lessee of Lessor's intent to rebuild within thirty (30) days of such casualty. If Lessor decides not to repair, Lessee may immediately cancel this Lease. Lessee shall not be required to pay rental on the Premises during the period the Premises are rendered untenable and if the Premises are partially destroyed or damaged, Lessee's rent obligation hereunder shall be reduced by the same proportion as the area of the damaged portion bears to the area of the entire Premises.

20. LIABILITY OF LESSEE. In addition to all remedies herein provided for, the Lessee will be responsible to Lessor and any other tenants for any loss, damage or expense of any kind which may have been occasioned by the noncompliance of Lessee (or employees or other persons entering leased premises under this Lease) with the covenants and conditions of this Lease.

21. SUBORDINATION. At such time or times as any first mortgagee or proposed first mortgagee of the leased premises, the building in which the same are located, and/or the land on which said building is situated, may request the same in writing, the Lessee covenants and agrees, upon such request and without cost, to promptly execute and deliver any reasonable instrument as may be so requested, to subordinate this lease to the mortgage of such first mortgagee or proposed first mortgagee. If the Lessee fails to comply with this obligation within fifteen (15) days after such request, then and in such event the Lessee hereby authorizes and empowers the Lessor, as Lessee's attorney in fact, to execute and deliver such instrument of subordination in the name of and on behalf of the Lessee. Lessor shall be responsible for any damages or breaches caused by foreclosure of any such mortgage or repossession thereunder.

22. CONDEMNATION. If the whole or any substantial part of the Leased Premises is taken for any public or quasi public use under any governmental law, ordinance or regulation or by right of eminent domain or should the Leased Premises be sold to a condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of the lease effective from the date of the physical taking of the Leased Premises. Any award for the taking of any or any part to the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of the Lessor including, without limitation, any award made as compensation or diminution in value of the leasehold or for the taking of the fee or as severance damages; provided, however, that Lessee shall

be entitled to any award for loss of or damage to Lessee's trade fixtures and movable personal property.

23. **INDEMNIFICATION.** Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at, or from the Leased Premises and arising from the occupancy or sue by Lessee of said Leased Premises, or any part thereof, or occasioned wholly or in part by any act of omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires with respect to the Leased Premises. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

24. **APPLICABLE LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Alabama. In any provision of this Lease, or the application thereof, to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this lease shall be valid and enforceable to the fullest extent provided by law.

25. **NOTICE.** All notices permitted or required to be given to either party under the terms of this Lease shall be sent by hand delivery, Certified Mail, or telecopier to the parties at the following addresses and fax numbers, or such other addresses and fax numbers as Lessee may direct from time to time by written notice forwarded to Lessor by hand delivery, Certified Mail, or telecopier:

Lessor: 1365 Lakewood Dr Trussville AL 35784

Lessee: _____

26. **NUMBER AND GENDER.** Words of any gender used in this lease shall be construed to include any other gender; words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this lease requires.

27. **BINDING EFFECT.** This Lease, together with any and all addenda or amendments hereto, shall inure to the benefit of the respective parties hereto, their successors, heirs, personal representatives or assigns (provided that any assignment by the Lessee shall be effective only if made in strict accordance with the terms of this lease).

28. **ASSIGNMENT AND RELEASE OF LESSOR.** If Lessor transfers or assigns this Lease, the Lessor shall thereupon and thereby be released from all liability under this Lease.

29. **SECURITY DEPOSIT.** The Six thousand Dollars (\$6,000.00), receipt of which is hereby acknowledged, shall be held by Lessor as a security deposit and may be applied by Lessor to the payment of any unperformed obligation of Lessee hereunder. The cost of damages or unpaid rent to or other charges or any replacement of keys not returned shall be deducted from the deposit.

Said deposit, to the extent not so applied, shall be returned to Lessee pursuant to applicable Alabama Statutes.

30. NON-COMPETITION. During the term of this Lease, Lessee shall not, directly or indirectly, engage in the sale of carpet or floor coverings, other than consignment products, on the leased premises. Lessee agrees that, in the event of any breach or threatened breach of this covenant, upon application to a court of competent jurisdiction, Lessor shall be entitled to both (i) a preliminary and permanent injunction to prevent the continuation of such harm, and (ii) money damages insofar as they can be determined. Nothing contained herein shall be construed to prohibit Lessor from also pursuing any other legal or equitable remedy, the parties having agreed that all remedies shall be cumulative.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto executed this Lease on this the 29th day of May, 2025.

LESSOR:

Abdullah Mohamed

LESSEE:

Mohammad Alshami
As Agent for AL-Shami LLC

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mohammad Alshami whose name as lessee, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said Lease Agreement, he, as such Member and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and notarial seal on this the 29th day of May, 2025.

M BLAKE CARRUTH
Notary Public
Alabama State at Large

M Blake Carruth

NOTARY PUBLIC

My Commission Expires: April 1, 2028

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Abdullah Mohamed whose name as Lessor is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

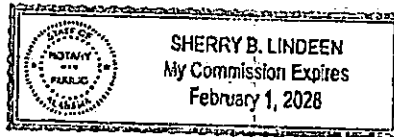
Given under my hand and notarial seal on this the 29th day of May, 2025.

{ SEAL }

Sherry B. Lindeen
NOTARY PUBLIC
My Commission Expires: 2/01/2028

This instrument was prepared by:

M. Blake Carruth
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, AL 36609
(251) 342-9172
blake@mrbbattorneys.com



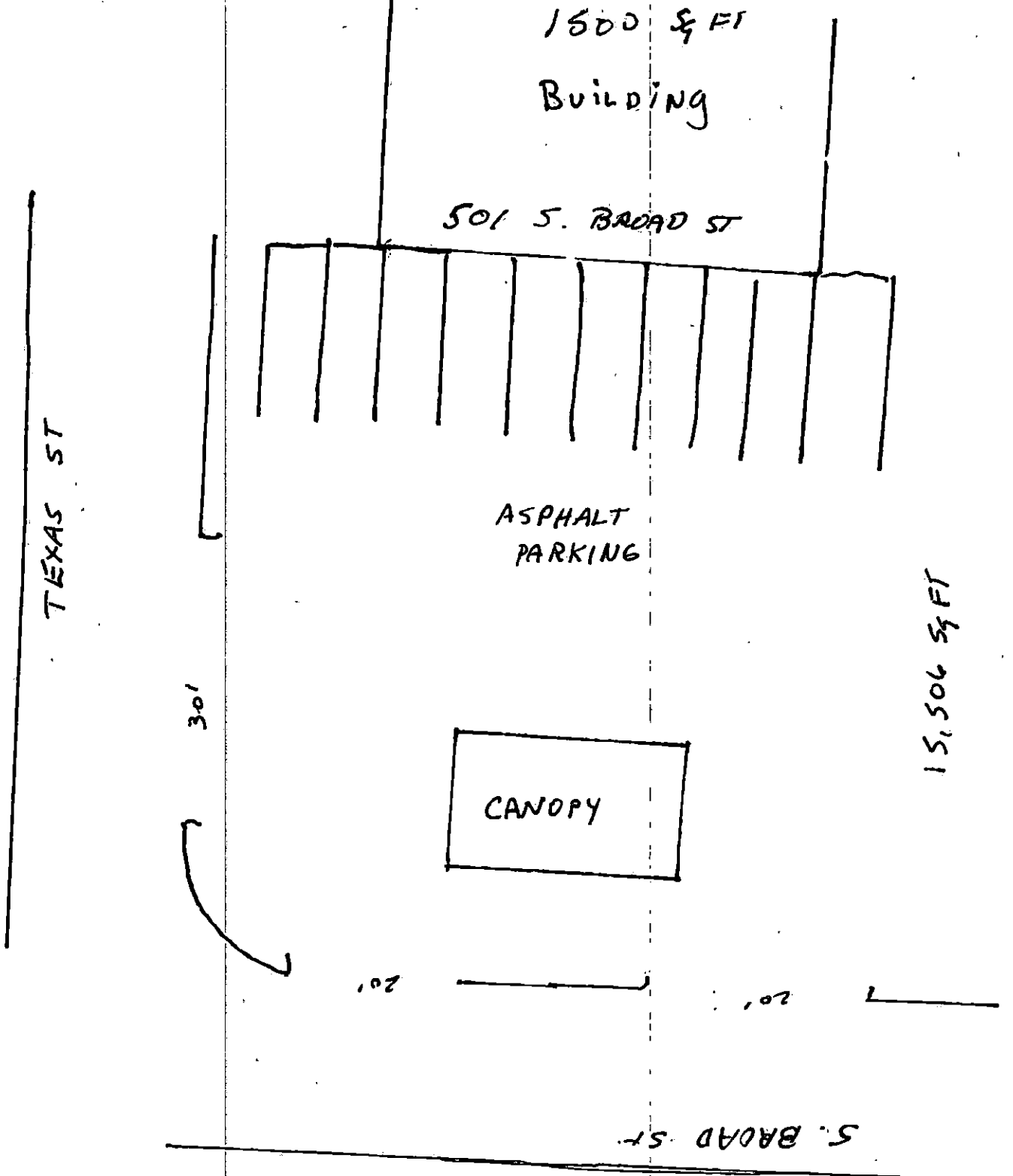


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		<u>Application Type</u> ☐ New Business ☒ New Owner ☐ Location Change		<u>Transfer - License?</u> ☐ No ☒ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 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							
<u>Legal Business Name</u> AL SHAMI LLC				<u>Trade Name (DBA)</u> BROAD ST FOOD MART			
<u>Company Physical Address (Street Address, Suite #)</u> 501 S BROAD ST				<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36603	
<u>Business Contact Person Information</u> <u>Name</u> MOHAMMAD AL-SHAMI		<u>Title</u> MEMBER	<u>Phone</u>	<u>Email</u> MOALSHAMI@YAHOO.COM,			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 1300 1300	<u>Parking Provided</u>	<u>Parking Required</u>	<u>Compliance</u>	<u>Zoning</u>	<u>Approved</u>		
<u>Comments</u>							
<u>Print Name</u>		<u>Signature</u>			<u>Date</u>		





Planning & Zoning Department

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

PERMIT NUMBER

ZC-157060-2025

Issue Date: 06/24/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022910380002104.01	501 S Broad St	

Business Name	Issued To	Zoning Districts
AL-SHAMI LLC DBA BROAD ST FOOD MART	Name: MOHAMMAD AL-SHAMI Company: AL-SHAMI LLC DBA BROAD ST FOOD MART Address: 501 S Broad St MOBILE, AL 36603 Phone: _____	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE WITH GASOLINE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

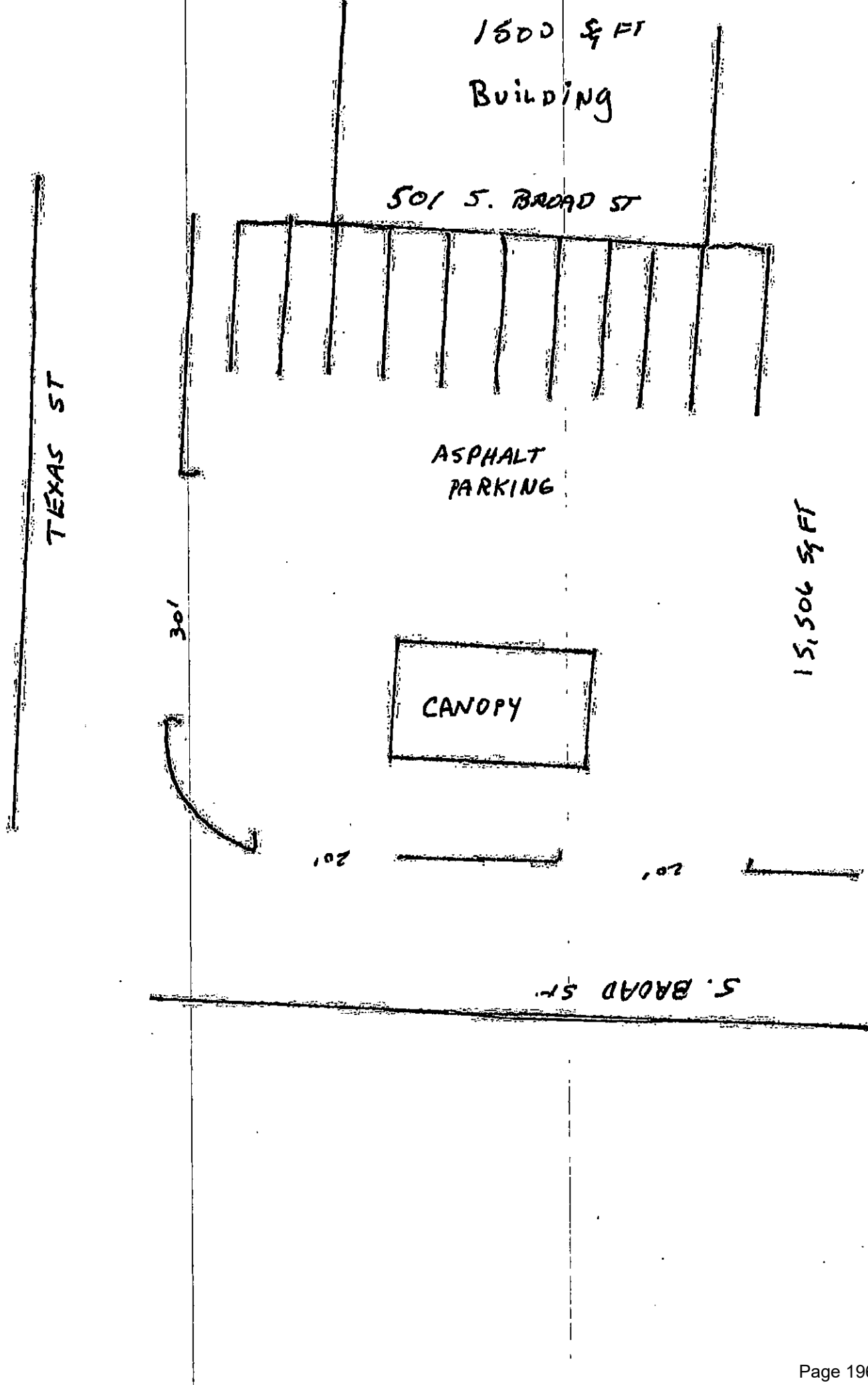


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		<u>Application Type</u> ☐ New Business ☒ New Owner ☐ Location Change		<u>Transfer - License?</u> ☐ No ☒ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 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							
<u>Legal Business Name</u> AL-SHAMI LLC				<u>Trade Name (DBA)</u> BROAD ST FOOD MART			
<u>Company Physical Address (Street Address, Suite #)</u> 501 S BROAD ST				<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36603	
<u>Business Contact Person Information</u> <u>Name</u> MOHAMMAD AL-SHAMI		<u>Title</u> MEMBER	<u>Phone</u>	<u>Email</u> MOALSHAMI@YAHOO.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 1300 1300	<u>Parking Provided</u> 10	<u>Parking Required</u> 5	<u>Compliance</u> ✓	<u>Zoning</u> B-2	<u>Approved</u> ✓		
<u>Comments</u> EXISTING CONVENIENCE STORE							
<u>Print Name</u> CALDWELL C. WHISTLER		<u>Signature</u> Caldwell C. Whistler			<u>Date</u> 8.28.2025		



R E S O L U T I O N

Sponsored by: Councilmember Joel Daves, District 5

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

Type of application: Retail Beer/Table Wine (Off Premise Only) License

Submitted by: Springhill Convenience, LLC

Location: Locals
4450 Old Shell Road
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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/21/2025	NEW APPLICATION	2025 - 5743	132365	7	September 2, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SPRINGHILL CONVENIENCE LLC

Trade Name (DBA)

LOCALS

Location Address

4450 OLD SHELL RD

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

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PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
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DISTRICT 1
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CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/21/2025	NEW APPLICATION	2025 - 5743	132365	7	September 2, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SPRINGHILL CONVENIENCE LLC

Trade Name (DBA)

LOCALS

Location Address

4450 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner

L. Logan Anderson

Date: August 27, 2025

Re: Application # 5743 / 4450 Old Shell Rd.

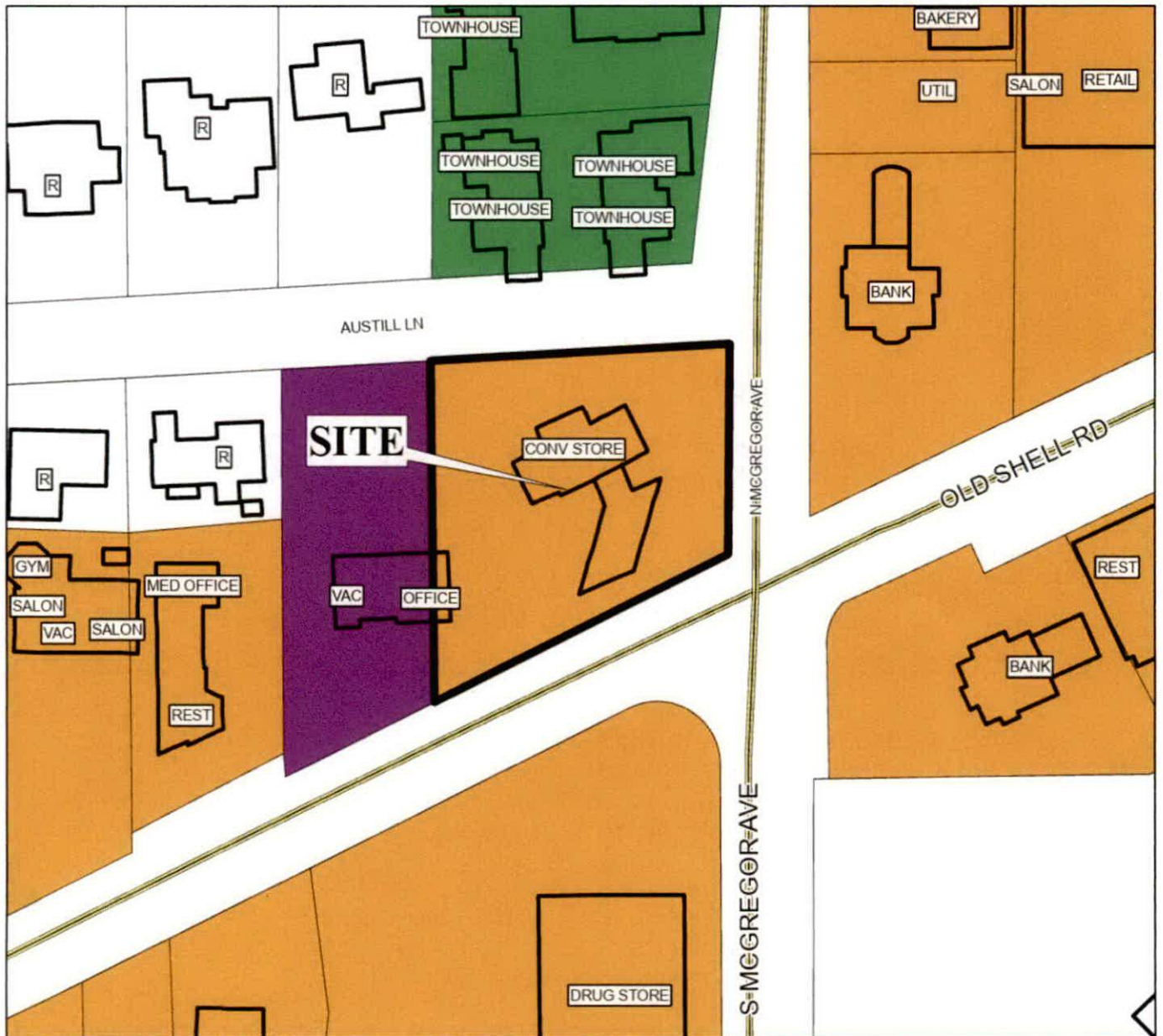
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

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

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

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5743 DATE 9/2/2025

APPLICANT SPRINGHILL CONVENIENCE LLC

LOCATION 4450 OLD SHELL RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

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	



LANDUSE SURVEY
CONDUCTED 2010

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
08/21/2025	NEW APPLICATION	2025 - 5743	132365	7	September 2, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SPRINGHILL CONVENIENCE LLC

Trade Name (DBA)

LOCALS

Location Address

4450 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
DOUG KLYCE	OWNER			DOUG@BEBOSCARWASH.COM

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

What is/was the start date of this business? 09/15/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date 08/21/2025	Application Type NEW APPLICATION	Application Number 2025 - 5743	License Account # 132365	Council District 7	Council Agenda Date September 2, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name SPRINGHILL CONVENIENCE LLC			Trade Name (DBA) LOCALS		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/04/2008	SOS Entity ID 6435-770	State AL	County MOBILE
Federal Tax ID (FEIN) 26-3299687	Alabama State Sales Tax ID R006104997		Business Phone Number 251, 333-3700		
Physical Address (Street Address, Suite #) 4450 OLD SHELL RD		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box)		City MOBILE	State	Zip Code	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name DOUG KLYCE	Title OWNER	POA	Phone	Email DOUG@BEBOSCARWASH.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? OWN BUILDING - WARRANTY DEED ATTACHED					
Property Owner Name and/or Contact Person Name DOUG KLYCE			Property Owner Phone Number	Property Owner Email DOUG@BEBOSCARWASH.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 2,500	Bldg Seating Capacity 16	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? NO Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> DOUG KLYCE		<u>Title</u> OWNER	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
	<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> N/A		<u>Title</u>	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> 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

DDP

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.

DDP

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.

DDP

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.

DDP

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.

DDP

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.

DDP

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.

DDP

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

Doug Klyce
Owner/Applicant/POA Signature

8/24/25
Title of Person Signing this Application

Cherry Klyce

8/26/25

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

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner	<u>R Shawn Skinner</u>	November 19 2025
------------------------	------------------------	-------------------------



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 advertising 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:

SPRINGHILL CONVENIENCE LLC

dba

LOCALS

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

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

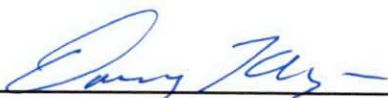
for the premises located at

4450 OLD SHELL RD

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **September 2, 2025** for application number **2025 - 5743**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

Tara Harris

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 25, 2025



LOCALS

4450 OLD SHELL ROAD

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 132365 TERRITORY 7

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>
2125619	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250721105228761

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **LOCALS** Filing Fee: \$100.00

Applicant: **SPRINGHILL CONVENIENCE LLC** Transfer Fee:

Location Address: 4450 OLD SHELL RD MOBILE, AL 36608

Mailing Address: 262 FURR ST MOBILE, AL 36607

County: MOBILE Tobacco sales: YES Tobacco Vending Machines:

Product Type: 03 Type Ownership: LLC

Book, Page, or Document info: BOOK 6435 PAGE 770

Do you sell Draft Beer?:

Date Incorporated: 09/04/2008 State incorporated: AL County Incorporated: MOBILE

Date of Authority:

Federal Tax ID: 26-3299687

Alabama State Sales Tax ID: R006104997

Name:	Title:	Date and Place of Birth:	Residence Address:
JOHN DOUGLAS KLYCE	PARTNER		
RICHARD DENNY INGE	PARTNER		

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: DOUG KLYCE

Business Phon:

Fax:

Home Phon:

Cell Phone:

E-mail: DOUG@BEBOSCARWASH.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: 20250721105228761

If applicant is leasing the property, is a copy of the lease agreement attached? **NO**

Name of Property owner/lessor and phone number: **SPRINGHILL CONVENIENCE LLC 251-338-9784**

What is lessors primary business? **OWNES CONVENIENCE STORES**

Is lessor involved in any way with the alcoholic beverage business? **YES**

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? **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? **NO**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **2500** Display Square Footage:

Building seating capacity: **16** Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: Nearest:

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

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

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
JOHN D KLYCE	NONE WITHIN LAST TEN YEARS	N/A	N/A



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250721105228761

Initial each

ADK
ADK

DPN

N/A

N/A

N/A

ADK

ADK

ADK

Signature page

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

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

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

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

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

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

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

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the 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.

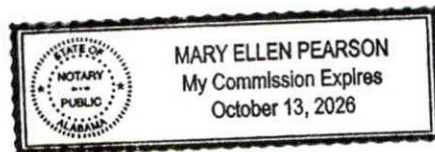
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *John Douglas Klyce*

Signature of Applicant: *John Douglas Klyce*

Notary Name (print): *Mary Ellen Pearson*

Notary Signature: *Mary Ellen Pearson*



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:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250721105228761

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

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: LESSEE AND LESSOR ARE THE SAME

Is the lessor involved in any way with the alcohol beverage business?: LESSEE AND LESSOR ARE THE SAME

Is there any further interest in, or connection with, the licensee's business by the lessor?: LESSEE AND LESSOR ARE THE SAME

**ARTICLES OF ORGANIZATION
OF
SPRINGHILL CONVENIENCE, L.L.C.**

Pursuant to the Provisions of Section 10-12-1, *et seq.* of the Code of Alabama (1975), the undersigned hereby adopt the following Limited Liability Company Articles of Organization.

ARTICLE I

Name

The name of the limited liability company is *SPRINGHILL CONVENIENCE, L.L.C.* (the "Company").

ARTICLE II

Duration

The Company shall have a duration from the date of organization until December 31, 2078, unless it is dissolved and its affairs wound up prior to that date in accordance with the Alabama Limited Liability Company Act (the "Act").

ARTICLE III

Purposes

The purposes for which the Company is formed are:

- (a) To invest in, own, hold, rent, lease, manage, encumber, improve, exchange, develop, buy and sell real or personal property; and in general to have and exercise all powers, rights and

privileges necessary and incident to carrying out properly the above mentioned objects; and

(b) To engage in any other lawful act or activity for which limited liability companies may be organized pursuant to the Act.

ARTICLE IV

Registered Agent

The location and street address of the initial registered agent of the Company shall be 169 Dauphin Street, Suite 101, Mobile, Alabama 36602, and its registered agent at such address shall be Richard D. Inge.

ARTICLE V

Initial Members and Organizers

The name and address of the initial members are as follows:

P. Matthew Sankey
169 Dauphin Street, Suite 101
Mobile, Alabama 36602

Old Shell Road, LLC
169 Dauphin Street, Suite 101
Mobile, Alabama 36602

YIA, LLC
169 Dauphin Street, Suite 101
Mobile, Alabama 36602

John Douglas Klyce
3308 Springdale Plaza
Mobile, Alabama 36606

The name and address of the organizer is Richard D. Inge, 169 Dauphin Street, Suite 101, Mobile, Alabama 36602.

ARTICLE VI

Admission of Additional Members

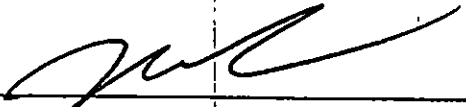
Upon the unanimous written consent of the members, the Company may permit the admission of additional members and the terms and conditions of their admission shall be set forth in the Company's Operating Agreement.

ARTICLE VII

Cessation of Membership

The cessation of membership of one or more members will not result in the dissolution of the Company.

IN WITNESS WHEREOF, these Articles have been subscribed as of the 9 day of September, 2008, by the undersigned organizer, who affirms that the statements made herein are true under the penalties of perjury.



RICHARD D. INGE
Organizer

This Instrument Prepared By:
Clay A. Lanham, Esq.
Vickers, Riis, Murray and Curran, L.L.C.
Regions Bank Building, Eleventh Floor
106 St. Francis Street
Mobile, Alabama 36602
(251) 432-9772

**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN (

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: 26-3299687

Legal Name: SPRINGHILL CONVENIENCE LLC
4450 Old Shell Rd
DBA Locals

Your confirmation letter will be mailed to you. This letter will be your official IRS notice and will contain important information regarding your EIN. Allow up to 4 weeks for your letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using your new EIN.

Continue >>

Help Topics

7 Can the E
before the
letter is re

*This is EXACTLY
How it Needs to Read*

**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN (

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: 26-3299687

Legal Name: SPRINGHILL CONVENIENCE

Your confirmation letter will be mailed to you. This letter will be your official IRS notice and will contain important information regarding your EIN. Allow up to 4 weeks for your letter to arrive by mail.

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Click "Continue" to get additional information about using your new EIN.

Continue >>

Help Topics

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2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SPRINGHILL CONVENIENCE LLC
DBA LOCALS

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R006104997	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: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4450 OLD SHELL RD MOBILE AL 36608-1913



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 Springhill Convenience 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 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.

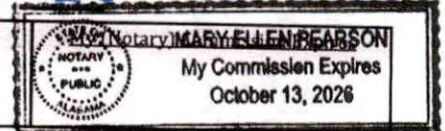
Sworn to and subscribed before me this 15 day of August 20 25

Notary Printed Name

Mary Ellen Pearson

Notary Signature

Mary Ellen Pearson



Notary Stamp

Owner of Property (Print Name)

Doug Klyce

Owner of Property (Signature)

Doug Klyce

Street Address

Applicant Name (Print Name)

Doug Klyce

Applicant Name (Signature)

Doug Klyce

Street Address

City, State, Zip

Date Agreement Signed

8/15/25

8/15/25

Revision Date 10.23.2023

| Application Property Ownership

SP \$1,200,000
MTG 1,800,000

3550
20

3600
1800

4000
200

4800

STATE OF ALABAMA

COUNTY OF MOBILE



2016034549 1/11
Bk: LR7394 Pg: 1476
Document Type: D

Mobile County, Alabama
I hereto certify this instrument
filed on : 06/27/2016 01:53:38 PM
Don Davis, Probate Judge
Deed Tax: \$5.00
Mortgage Tax: \$10.00
Mineral Tax: \$0.00
No Tax: \$0.00
Judge Fee: \$2.00
S.R. Fee: \$12.00
Surcharge Fee: \$48.00
Recording Fee: \$35.50
TOTAL: \$48.00
2016034549
Bk: LR7394
Pg: 1476

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF THE CENTRAL GULF COAST, INC., a Florida corporation, for the benefit and on behalf of WILMER HALL CHILDREN'S HOME, John Marston Benz as EXECUTOR OF THE ESTATE OF ELEANOR MARSTON BENZ, DECEASED, MOBILE COUNTY PROBATE COURT CASE NO. 2015-0578, Patricia Roach as Trustee of the NELSON B. ROBINSON RESIDUARY TRUST FBO SOPHIE ROBINSON AND NELSON B. ROBINSON RESIDUARY TRUST FBO WINSLOW ROBINSON, SUCCESSORS IN INTEREST TO, AND PURSUANT TO THE TERMS OF, THE NELSON BUCK ROBINSON MARITAL TRUST, WITH BOTH TRUSTS BEING UNDER THE NELSON BUCK ROBINSON 1989 TRUST CREATED BY A DECLARATION OF TRUST DATED AUGUST 10, 1989, AS AMENDED AND RESTATED, Nancy K. Robinson and The Northern Trust Company as CO-TRUSTEES UNDER A TRUST AGREEMENT DATED JANUARY 25, 1958, AS AMENDED AND RESTATED, KNOWN AS THE JOHN WINTHROP ROBINSON TRUST, Caroline R. Repenning as TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 28, 1959, AS AMENDED AND RESTATED, KNOWN AS THE CAROLINE R. REPENNING TRUST, ELEANOR WINTHROP TRIGG, single, MARY MARSTON TRIGG SCULLY, married, ANGELA ADELAIDE TRIGG, single, JOHN CAMPBELL TRIGG, single, the Grantors, in consideration of the sum of ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00), the purchase price hereby acknowledged to have been paid to said Grantors by SPRINGHILL CONVENIENCE,

L.L.C., the Grantee, do, subject to the exceptions, reservations and provisions hereinafter set forth,
hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, the following described
real property situate in the County of Mobile, State of Alabama, to-wit:

Lot 1 and 3, H. Austill Addition to Spring Hill, as per plat recorded in Deed Book 106, Page 110, of the records in the Office of the Judge of Probate, Mobile County, Alabama, Less and Excepting Therefrom any portion of said lots located within the right of way of Old Shell Road or McGregor Avenue and any property located West of the existing fence line described as beginning at the Northwest corner of said Lot 3 and running South 03 degrees 51 minutes 45 seconds East and an extension thereof Southwardly to the North right-of-way line of Old Shell Road.

LESS AND EXCEPTING THEREFROM such oil, gas and other minerals in, on and under the above described real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others.

The street address of the above described property is 4450 Old Shell Road, Mobile, AL 36607.

None of the property hereinabove described comprises any part of the homestead of any Grantor, or of the spouse of any Grantor.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO THE FOLLOWING:

1. The lien for taxes hereafter falling due;
2. All existing easements and rights of way;
3. All building setback lines and restrictive covenants of record;
4. Any portion of the above described property lying within the right of way of Old Shell Road and McGregor Avenue.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, in fee simple, forever.

-2-

All recording references are to records in the Office of the Judge of Probate of Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this the 22ND day of June, 2016.

THE PROTESTANT EPISCOPAL CHURCH IN THE
DIOCESE OF THE CENTRAL GULF COAST, INC.

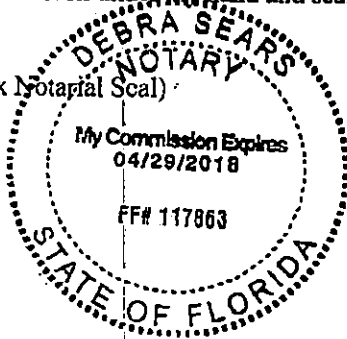
By [Signature]
The Rt. Rev. James Russell Kendrick, as its Bishop
and President

STATE OF Florida
COUNTY OF Escambia

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rt. Rev. James Russell Kendrick, whose name as Bishop and President of THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF THE CENTRAL GULF COAST, 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 on the day the same bears date for and as the act of said corporation.

Given under my hand and seal on this, the 22ND day of June, 2016.

(Affix Notarial Seal)



[Signature]
Notary Public
My Commission Expires _____

ESTATE OF ELEANOR MARSTON BENZ,
DECEASED

By John Marston Benz
John Marston Benz, As its Executor

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said County in said State, hereby certify that John Marston Benz, whose name as Executor of the Estate of Eleanor Marston Benz, deceased, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such Executor, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this, the 24 day of June, 2016.

(Affix Notarial Seal)

Ronda G. Smith
Notary Public
My Commission Expires 6/28/17

- 4 -



Planning & Zoning Department

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

PERMIT NUMBER

ZC-159916-2025

Issue Date: 08/21/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806144000028.	4450 Old Shell Rd	

Business Name	Issued To	Zoning Districts
LOCALS	Name: DOUG KYLCE Company: LOCALS Address: 4450 Old Shell Rd MOBILE, AL 36608 Phone: (251) 338-9784	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896



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 Springhill Convenience LLC				Trade Name (DBA) LOCALS			
Company Physical Address (Street Address, Suite #) 4450 Old Shell rd				City Mobile	State AL	Zip Code 36608	
Business Contact Person Information							
Name Doug Klyce		Title Partner		Phone	Email doug@beboscawash.com		
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2500	Parking Provided 13	Parking Required 9	Compliance ✓		Zoning B-2	Approved ✓	
Comments EXISTING CONVENIENCE STORE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 8-27-2025		

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 21 described in the resolution adopted on the 29th 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 21, as described in the resolution adopted on the 29th 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.1667 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 #1667** 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 **2nd day of September, 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 29 2025**



City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **July 24, 2025**

SUBJECT: WEED LIEN GROUP **1667**

Attached, please find Assessment Lists for Weed Lien Group Number **1667** 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):

7/29/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

9/2/2025

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): 7/31/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 8/7/2025

LEGAL NOTICE ADS: 8/13/2025-8/20/2025

POSTING DATE: 8/26/2025

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1667				Res. No.	
7/29/2025	LOTS TO BE DECLARED				58-	
9/2/2025	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	2475 Third Avenue	52545	54524		1	
2	2550 Dauphin Island Pkwy	52459	52525		3	
3	2551 Dauphin Island Pkwy	52440	54526		3	
4	1806 Longbow Lane	52415	54527		3	
5	2705 Nottingham Dr E	52457	54529		3	
6	414 Driver Street	51319	54530		1	
7	416 Driver Street	51320	54531		1	
8	0 Betbeze Street/0 Nall	51418	54533		1	
	Par. No. (29 07 23 0 002 129.XXX)					
9	406 Robbins Street	50046	54534		2	
10	2665 McKinney Street	51372	54535		1	
11	5910 Westhaven Dr S	50620	54536		7	
12	1354 St Madar Street	51126	54537		2	
13	1104 Martinwood Lane	51264	54539		3	
14	1109 Lincoln Street	50694	54540		2	
15	1712 Dog River Drive E	52103	54542		3	
16	1617 Brill Road	51892	54544		3	
17	664 Leslie Avenue	49769	54545		1	
18	111 Tuscaloosa Street	51213	54546		1	
19	1110 Oak Street	50892	54548		2	
20	1855 Mott Drive S	48184	54607		1	
21	2656 Wealthy Street	52219	54608		1	
				\$ -		
Numbers of lots cut						
District total for this group		Numbers of lots cut				
1	9	1				
2	4	2				
3	7	3				
4	0	4				
5	0	5				
6	0	6				
7	1	7				
	21			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Jany Jackson 7-24-25
Marchetta Jantz 7-24-25

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

Sponsored by: Councilmembers Cory Penn (D1), William Carroll (D2), C. J. Small (D3),
Ben Reynolds (D4), Joel Daves (D5), Josh Woods (D6), Gina Gregory (D7),
and Mayor William S. Stimpson

WHEREAS, the Mobile City Council hereby finds and determines that an appropriation,
from the General Fund (Account 10049000 42140) of \$8,363.25 to *CC's Classic Catering, LLC*,
for the 40th Anniversary of the Zoghby Act Celebration, serves a public purpose and approve
payment.

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 \$5000.00 to Mobile Bay Area Veteran's Commission, from District 8 Discretionary Fund (10041020 42080); and*

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

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

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Bay Area Veteran's Commission, *will be used to support the Veteran's Day activities on November 11, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$5000.00 to Mobile Bay Area Veteran's Commission, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

OFFICE OF THE MAYOR



August 19, 2025

Mr. Scott Collins
Executive Director, Finance
City of Mobile

Dear Scott,

Please transfer \$5,000 from the Mayor's Discretionary funds to Mobile Bay Area Veteran's Commission for the purpose of supporting the Veteran's Day activities on November 11, 2025.

The point of contact will be Mr. Steven D. Carey, Commission President, Mobile Bay Area Veteran's Day Commission, P. O. Box 2187, Mobile, Alabama 36652.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Stimpson'.

William S. Stimpson
Mayor

Cc: Donna Bryars, Comptroller
Ricardo Woods, City Attorney
James Barber, Chief of Staff
Joseph Snowden, Deputy Chief of Staff
Steven Carey, Commission President



**Mobile Bay Area
Veterans Commission**
P. O. Box 2187
Mobile, AL 36652



Mayor Sandy Stimpson,
City Of Mobile
P O BOX 1827
Mobile, Alabama 36633

SUBJECT: Request for Mayor's Discretionary Fund Support

Greetings Mayor Stimpson,

The City of Mobile is truly a veteran-friendly city, and we were grateful for your support of all the Veterans Day activities last year.

As we prepare for another Veterans Day celebration, we are requesting your discretionary funding support of \$5,000 to assist the Mobile Bay Area Veterans' Day Commission in honoring our area Veterans on November 11, 2025.

The Veterans Commission is proud to announce that our area was once again honored as one of our nation's **Veterans Day Regional Sites** in 2024! We are one of only a few locations in America whose Veterans Day activities are officially recognized by the U.S. Department of Veterans Affairs and the Veterans Day National Committee.

The citizens of South Alabama have a proud history of serving the country and of recognizing those who have served. The Discretionary fund support will help ensure that the Mobile Bay Area Veterans Day Commission once again has the funds to continue showing our youth and veterans the importance we place on selfless service. Thank you in advance for your support.

Please contact **Jennifer Byrd, VP Sponsorship** by email at jbyrd.vetcom@gmail.com or by phone at 251-209-3228.

Respectfully submitted,

Steve Carey

President, Mobile Bay Area Veterans Commission
Steven D. Carey
Colonel USAF (Ret)

CC: James Barber
Chief of Staff
P O BOX 1827
Mobile AL 36633

03-1155

2025

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Timothy Hollis is appointed to the Citizens Parks and Recreation
Advisory Committee effective immediately for a term ending September 2,
2027.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 Howard Industries Inc for 22 Axis point-tilt-zoom surveillance cameras for Public Safety.

Amount of Contract:

\$51,502.20

Funding Source

General fund.

ATTACHMENTS:

1. 20250825 Howard Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 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 Howard Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Howard Industries Inc for 22 Axis point-tilt-zoom
surveillance cameras for Public Safety.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$51,502.00

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 5951

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

How many bidders submitted bids (if applicable): 6

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

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>29388</u>	2025	(1500) PUBLIC SAFETY ADMIN	22 AXIS POINT-TILT-ZOOM SURVEILLANCE CAMERAS FOR PUBLIC SAFETY (SEALED BID 5951)	\$51,502.00	<u>(292451)</u> <u>HOWARD</u> <u>INDUSTRIES INC</u>

Adopted:

City Clerk

=====	=====
Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029388-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: Status: Approved
	Page 1
=====	=====

Vendor
HOWARD INDUSTRIES INC
P O BOX 1588

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#601-399-5831
Fax 601-399-5077

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----	-----	-----	-----	-----
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	292451				PUBLIC SAFETY ADMIN
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	EQUIPMENT SURVEILLANCE, AXIS CAMERA PTZ, Q6075-E/1080P/PTZ/X40/1P67, PART #017252.004. AS PER MY BID 5431 AND YOUR BID RESPONSE. Additional Description Notes ----- "EQUIPMENT SURVEILLANCE, AXIS CAMERA PTZ, Q6075-E/1080P/PTZ/X40/1P67, PART #017252.004. AS PER MY BID 5431 AND YOUR BID RESPONSE." Vendor Item Inventory Item/Loc 18342	22.00 EACH	2341.00000	51502.00

1 1000.30.15.1500.1500.1500.0000.0000.42200. 51502.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

[Requisition Link](#)

Requisition Total 51502.00

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

Account
1000.30.15.1500.1500.1500.0000.0000.42200.

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029388-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: Status: Approved
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Page 2

Vendor
 HOWARD INDUSTRIES INC
 P O BOX 1588

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#601-399-5831
 Fax 601-399-5077

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	292451				PUBLIC SAFETY ADMIN

Account	Amount	Remaining	Budget
PUBLIC SAFETY ADMIN EXP	51502.00	75592.38	
	PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	08/22/25	ROBERT LASKY	
Approved	08/22/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	08/22/25	DONALD ROSE	Auto approved by: 910521222
Approved	08/22/25	LAURIE WILLIAMS	Okay to Approve
Approved	08/22/25	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5951
SURVEILLANCE CAMERAS AND EQUIPMENT

ITEM #	ITEM DESCRIPTION	CelPlan Technologies, Inc	Graybar Electric	Howard Industries	ProLogic ITS, LLC	STEM Consultants, Inc	Tech Advanced Computers, Inc
1	SPF MIDSPAN, AXIS T8154, #02740-004	\$348.73	\$224.29	\$150.00	\$165.55	\$154.70	\$189.00
2	QUAD CAMERA, Q6010E/20MP/360/MULTIS EN/1P66, #01981-001	\$3,708.45 AXIS Q6020-E 60 Hz PTZ CAMERA #02957-001	\$1,930.63	\$1,277.00	\$1,786.44 #02957-001	\$2,329.00 #02957-001	\$1,599.00
3	Camera PTZ, Q6075-E/1080P, #017252-004	\$5,874.45 AXIS Q6075-E 60HZ	\$3,540.39	\$2,341.00	\$2,677.91	\$2,471.47	\$2,999.00
4	WALL MOUNT, T91G61, #5506-951	\$384.47	\$235.02	\$157.00	\$178.02	\$162.77	\$199.00
5	POLE MOUNT, T91B57, #01470-001	\$233.38	\$138.44	\$93.00	\$107.21	\$98.34	\$119.00
6	NETWORK CAMERA, AXIS M3077-PLUE, #02018-001	\$1,256.38	\$803.80	\$566.00	\$603.55	\$559.37	\$689.00
7	DOME CAMERA, AXIS M3086-V, #02374-001	\$619.41	\$396.00	\$265.00	\$297.28	\$276.17	\$349.00
8	MIC DOME CAMERA, AXIS M3086-V, #02832-001	\$635.35	\$406.73	\$272.00	\$304.90	\$283.89	\$359.00
9	DOME CAMERA, AXIS M3088-V, #02375-001	\$762.73	\$481.85	\$322.00	\$366.02	\$340.40	\$429.00
10	DOME CAMERA, AXIS M4216-LV, #02113-001	\$874.21	\$556.98	\$372.00	\$419.69	\$390.56	\$489.00
11	DOME CAMERA, AXIS M3126-LVE, WHITE, #02918-001	\$842.35	\$535.51	\$372.00	\$404.49	\$376.28	\$479.00
12	DOME CAMERA, AXIS M3126-LVE, BLACK, #02919-001	\$842.35	\$535.51	\$358.00	\$404.49	\$375.08	\$479.00
13	BULLET, AXIS M2036-LE, WHITE, #02125-001	\$714.96	\$460.39	\$308.00	\$343.55	\$319.56	\$399.00

14	BULLET, AXIS M2036-LE, BLACK, #02134-001	\$714.96	\$460.39	\$308.00	\$343.61	\$319.05	\$399.00
15	CAMERA, AXIS M5526-E, PTZ	\$1,749.98 M5526-E 60 DISCREET PTZ, 4MP, 10X, #02769- 001	\$1,125.76	\$752.00 #02769-001	\$841.06 #02769-001	\$776.37	\$969.00 #02769-001
16	CAMERA, AXIS M5526-E, PTZ, 4 PCS, #02769-024	\$6,988.78 AXIS M5526-E, 60HZ PTZ CAMERA	\$750.15 AXIS 53008	\$3,144.00 #02769-021	\$3,357.14 #02769-021	\$3,100.10	\$3,899.00 #02769-021
17	WALL-AND-POLE MOUNT, AXIS TQ5001-E, #02411-001	\$283.75	\$170.63	\$114.00	\$130.13	\$120.04	\$149.00
18	ETHERNET SURGE PROTECTOR, AXIS T8061, #5801-641	\$199.80	\$116.98	\$79.00	\$89.94	\$84.06	\$104.00
19	ETHERNET SURGE PROTECTOR, AXIS TU8001, #02315-001	\$116.24	\$74.05	\$50.00	\$54.99	\$51.57	\$64.00
20	LONG RANGE PoE EXTENDER KIT, AXIS, #01857-001	\$906.60	\$578.44	\$389.00	\$427.94	\$402.53	\$499.00
21	OUTDOOR PoE EXTENDER, AXIS T8129-E, #01148-001	\$507.96	\$320.88	\$215.00	\$239.92	\$225.34	\$279.00
22	SURVEILLANCE CARD, AXIS 1TB, #02366-001	\$555.73	\$353.07	\$240.00	\$262.24	\$247.54	\$309.00
23	SURVEILLANCE CARD, AXIS 1TB, #02365-001	\$300.54 AXIS SURVEILLANCE CARD 512GB	\$181.37	\$123.00	\$134.49	\$126.80	\$159.00
24	MIDSPAN 15 W 1-PORT, AXIS T8120	\$100.30	\$63.32	\$43.00 #5026-204	\$47.87 #5026-204	\$44.55	\$59.00 #5026-204
25	OUTDOOR MIDSPAN, AXIS 30 W, #01944-001	\$485.21	\$288.68	\$193.00	\$219.27	\$204.72	\$259.00
26	SURVEILLANCE CARD, AXIS 1TB, 10 PCS, #02366-021	\$5,555.70	\$3,530.73	\$2,359.00	\$2,621.21	\$2,464.40	\$3,029.00

27	SURVEILLANCE CARD, AXIS 512, 10 PCS, #02365-021	\$2,848.71	\$1,813.66	\$1,212.00	\$1,327.92	\$1,263.64	\$1,599.00
----	--	------------	------------	------------	------------	------------	------------

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
05/22/2025	5951	Police Dept	2460 Government St, Mobile, AL 36606

This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Tuesday, June 10, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURVEILLANCE CAMERAS AND EQUIPMENT					
	The City of Mobile is requesting bids on the following AXIS Security Cameras and equipment.					
	Item 1					
0- 200	Midspan compact, plug-and-play media converter with PoE, 60 watt SPF MIDSPAN, AXIS T8154, Part number: 02740-004.					
	Providing: _____ Price: _____					
	Item 2					
0- 200	Quad Camera, Q6010E/20MP/360/MULTISEN/IP66 Part number: 01981-001.					
	Providing: _____ Price: _____					
	Item 3					
0- 200	Camera PTZ, Q6075-E/1080P/PTZ/X40/1P67 Part number: 017252-004.					
	Providing: _____ Price: _____					
	Item 4					
0- 200	Wall Mount, T91G61. Part number: 5506-951.					
	Providing: _____ Price: _____					
	Item 5					
0- 200	Pole Mount, T91B57, POLE MNT 100-410MM, Part number: 01470-001.					
	Providing: _____ Price: _____					
	Page 1 of 6					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6					
0-200	Item 6 Network Camera, AXIS M3077-PLUE, Part number: 02018-001 Providing: _____ Price: _____					
0-200	Item 7 Dome Camera, AXIS M3086-V, Part number: 02374-001 Providing: _____ Price: _____					
0-200	Item 8 MIC Dome Camera, AXIS M3086-V, Part number: 02832-001 Providing: _____ Price: _____					
0-200	Item 9 Dome Camera, AXIS M3088-V, Part number: 02375-001 Providing: _____ Price: _____					
0-200	Item 10 Dome Camera, AXIS M4216-LV, Part number: 02113-001 Providing: _____ Price: _____					
0-200	Item 11 Dome Camera, AXIS M3126-LVE, WHITE, Part number: 02918-001 Providing: _____ Price: _____					
0-200	Item 12 Dome Camera, AXIS M3126-LVE, BLACK, Part number: 02919-001 Providing: _____ Price: _____					
0-200	Item 13 Bullet, AXIS M2036-LE, WHITE, Part number: 02125-001 Providing: _____ Price: _____					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6					
0-200	Item 14 Bullet, AXIS M2036-LE, BLACK, Part number: 02134-001 Providing: _____ Price: _____					
0-200	Item 15 Camera, AXIS M5526-E, PTZ Providing: _____ Price: _____					
0-200	Item 16 Camera, AXIS M5526-E, PTZ, 4 PCS, Part number: 02769-024 Providing: _____ Price: _____					
0-200	Item 17 Wall-and-Pole Mount, AXIS TQ5001-E, Part number: 02411-001 Providing: _____ Price: _____					
0-200	Item 18 Ethernet Surge Protector, AXIS T8061, Part number: 5801-641 Providing: _____ Price: _____					
0-200	Item 19 Ethernet Surge Protector, AXIS TU8001, Part number: 02315-001 Providing: _____ Price: _____					
0-200	Item 20 Long Range PoE Extender Kit, AXIS, Part number: 01857-001 Providing: _____ Price: _____					
0-200	Item 21 Outdoor PoE Extender, AXIS T8129-E, Part number: 01148-001 Providing: _____ Price: _____					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6					
0-200	Item 22 Surveillance Card, AXIS 1TB, Part number: 02366-001 Providing: _____ Price: _____					
0-200	Item 23 Surveillance Card, AXIS 1TB, Part number: 02365-001 Providing: _____ Price: _____					
0-200	Item 24 Midspan 15 W 1-Port, AXIS T8120 Providing: _____ Price: _____					
0-200	Item 25 Outdoor Midspan, AXIS 30 W, Part number: 01944-001 Providing: _____ Price: _____					
0-200	Item 26 Surveillance Card, AXIS 1TB, 10 PCS, Part number: 02366-021 Providing: _____ Price: _____					
0-200	Item 27 Surveillance Card, AXIS 512, 10 PCS, Part number: 02365-021 Providing: _____ Price: _____					
	No substitutions will be accepted unless the requested product has been discontinued. Provide literature and specifications for any substitutions. Prices are to be firm and FOB Destination. Exact quantities to be purchased cannot be determined at this time. The City intends to purchase the minimum quantity of each item (initially) upon award of this bid.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 Pricing to be held firm for a 3-month period. This bid can be extended for up to eleven (11) additional three (3) month periods upon the approval of the vendor and the City of Mobile. State estimated delivery of each item after receipt of a Purchase Order. Delivery is expected within twenty-one (21) days ARO. These items are needed immediately, so delivery may be a consideration in the award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 250 of 677

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTI KICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 Reconview, LLC, for Reconview SecureLot X1 solar-powered security camera trailer for MPD.

Amount of Contract:

\$38,417.45

Funding Source

General fund.

ATTACHMENTS:

1. 20250828 Reconview Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 2 September 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 Reconview, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Reconview, LLC, for Reconview SecureLot X1
solar-powered security camera trailer for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$38,417.45

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>28330</u>	2025	(1530) POLICE ADMIN SERVICES	RECONVIEW SOLAR POWERED SECURITY CAMERA TRAILER (GSA CONTRACT)	\$38,417.45	<u>(299901)</u> <u>RECONVIEW LLC,</u> <u>ZENN GROUP LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028330-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor RECONVIEW LLC 205 COMMERCIAL BLVD LOCUST, NC 28097 Tel#980-358-5876	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

PER GSA CONTRACT #47QSWA22D0052.

CONTACT JENNIFER WESSON AT 251-208-1901 48 HOURS BEFORE DELIVERY. FORKLIFT NEEDED AT DELIVERY LOCATION.

001	SECURELOT X1 CAMERA TRAILER RECONVIEW SECURELOT CAMERA TRAILER WITH 1 PTZ CAMERA (AXIS P5654-E)	1.00 EACH	28098.24000	28098.24
-----	---	--------------	-------------	----------

1	1000.30.15.1530.1532.1530.0000.0000.42200.			28098.24
---	--	--	--	----------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

002	AXIS PTRZ PANORAMIC CAMERA-CAMERA TRAILER; AXIS P3747-PLVE PANORAMIC CAMERA FOR CAMERA TRAILER REMOTE	1.00 EACH	3599.50000	3599.50
-----	---	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028330-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

Vendor RECONVIEW LLC 205 COMMERCIAL BLVD LOCUST, NC 28097 Tel#980-358-5876	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1532.1530.0000.0000.42200. PAN, TILT, ROLL,ZOOM (PTRZ).			3599.50

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003 NETWORK HORN	1.00 EACH	3210.00000	3210.00
------------------	--------------	------------	---------

1	1000.30.15.1530.1532.1530.0000.0000.42200.		3210.00
---	--	--	---------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028330-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 3
--	---	--------

Vendor RECONVIEW LLC 205 COMMERCIAL BLVD LOCUST, NC 28097 Tel#980-358-5876	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
004	CUSTOM OPTION; ADDITIONAL BATTERY (\$1,200 - \$240.29 DISCOUNT = \$959.71) Additional Description Notes ----- TOOK DISCOUNT OFF THIS ITEM OF -\$237.29 ORIGINAL PRICE \$1200	1.00 EACH	959.71000	959.71
1	1000.30.15.1530.1532.1530.0000.0000.42200.			959.71
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
005	FREIGHT Vendor Item	1.00 EACH	2550.00000	2550.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028330-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 4
--	---	--------

Vendor RECONVIEW LLC 205 COMMERCIAL BLVD LOCUST, NC 28097 Tel#980-358-5876	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1532.1530.0000.0000.42200.			2550.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	CUSTOM OPTION; GSA DISCOUNT 3% OF LINE OPTIONS 2, 3 & 4 DISCOUNT OF \$240.29	1.00 EACH	0.00000	0.00
1	1000.30.15.1530.1532.1530.0000.0000.42200.			.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028330-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor
RECONVIEW LLC
205 COMMERCIAL BLVD

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

LOCUST, NC 28097

MOBILE, AL 36606

Tel#980-358-5876

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	299901				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 38417.45

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.42200.		
	38417.45	3147541.98
FIELD OPERATIONS DIV EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
CCancelled	08/28/25	ANNE FOLEY	GL Allocation changed
CCancelled	08/28/25	ANNE FOLEY	GL Allocation changed
Approved	08/28/25	DONALD ROSE	Auto approved by: 9105fola
Approved	08/28/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/28/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/28/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	08/28/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	08/28/25	ANNE FOLEY	
Approved	08/28/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature



Click image for expanded view

RECONVIEW SECURELOT X1 CAMERA TRAILER

Mfr Part No.: RVX10
Contractor Part No.: RVX10
Manufacturer: RECONVIEW LLC
MAS Schedule/SIN: MAS/334220
Warranty: STANDARD WARRANTY
Country of Origin: UNITED STATES OF AMERICA

[Report incorrect product information \(Login Required\)](#)

Disaster Purchasing items
 Cooperative Purchasing items



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0

Price
\$28,098.24 EA
Shipping not included

Qty: 1

Add to cart

Sold and shipped by: **ZENN GROUP LLC**

Contract minimum order: \$1.00

Contract No.: 47QSWA22D0052 (ends: Apr 28, 2027)

Socio:

Features:

FOB/Shipping: O-CONUS,AK,PR,HI

VOLUME DISCOUNTS

2 - 10000 2.0%

Product Details

Description

Description Provided by ZENN GROUP LLC

Reconview SecureLot X1 camera trailer: 600W solar panels, 400AH batteries, 20ftmast, 1 PTZ camera, 110V outlet, cradlepoint router, blue-white flashing beacons, forklift stake pockets, 30 day storage etc.

109.0L X 58.0W (IN)

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

Indicates when volume discounts are offered.

Showing 1 of 1 Matching Contractors

[Clear Filters](#)

	Price/Unit		Features ▼ (0)	Contractor	Socio ▼ (0)	Photo	Deliv Days	Min Order	FOB/Shipping
Selected	\$28,098.24	EA		ZENN GROUP LLC			30 days shipped ARO	\$1.00	O-CONUS,AK,PR,HI

Contact us

National Customer Service Center

Email: ncscustomer.service@gsa.gov
Phone: 1-800-488-3111

Vendor Support Center

Email: vendor.support@gsa.gov
Phone: 1-877-495-4849

Technical support on this site

Email: GSA.Advantage@gsa.gov
Phone: 1-877-472-3777

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RECONVIEW - Trademark Details

Status: 700 - Registered

RECONVIEW

Serial Number	88224852
Registration Number	5819297
Word Mark	RECONVIEW
Status	700 - Registered
Status Date	2019-07-30
Filing Date	2018-12-11
Registration Number	5819297
Registration Date	2019-07-30
Mark Drawing	3000 - Illustration: Drawing or design which also includes word(s)/letter(s)/number(s) Typeset
Design Searches	021102, 261701, 261705, 270305 - Eyes. Straight line(s), band(s) or bar(s). Horizontal line(s), band(s) or bar(s). Representations of objects forming letters or numerals, including punctuation.
Published for Opposition Date	2019-05-14
Attorney Name	Liel Hollander
Law Office Assigned Location Code	L80
Employee Name	HACK, ANDREA R

Statements

Indication of Colors claimed	Color is not claimed as a feature of the mark.
Description of Mark	The mark consists of "RECONVIEW" stylized where the "O" is stylized as an eye and the elements are located between two horizontal lines.
Goods and Services	Portable metal buildings in the nature of mobile surveillance towers
Goods and Services	mobile surveillance tower
Pseudo Mark	RECON VIEW

Classification Information

International Class	006 - Common metals and their alloys; metal building materials; transportable buildings of metal; materials of metal for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; safes; goods of common metal not included in other classes; ores. - Common metals and their alloys; metal building materials; transportable buildings of metal; materials of metal for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; safes; goods of common metal not included in other classes; ores.
US Class Codes	002, 012, 013, 014, 023, 025, 050
Class Status Code	6 - Active
Class Status Date	2019-01-03
Primary Code	006
First Use Anywhere Date	2018-05-00
First Use In Commerce Date	2018-05-00

Current Trademark Owners

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Shane D. Cooper
Aug 28, 1 pm ET / 10 am PT

Hot Topics in Legal Ethics: From AI to Client Communication (and Everything In Between) [CLE]

Honorable Dolores Dorsainvil
Sep 2, 12 pm ET / 9 am PT

Location, Location, Location: Representing Tenants in Commercial Lease Negotiations [CLE]

Cliff Ennico
Sep 4, 2 pm ET / 11 am PT

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Current Trademark Owners

Party Name	Zenn Group LLC
Party Type	30 - Original Registrant
Legal Entity Type	16 - Limited Liability Company
Address	Please log in with your Justia account to see this address.

Trademark Owner History

Party Name	Zenn Group LLC
Party Type	30 - Original Registrant
Legal Entity Type	16 - Limited Liability Company
Address	Please log in with your Justia account to see this address.
Party Name	Zenn Group LLC
Party Type	20 - Owner at Publication
Legal Entity Type	16 - Limited Liability Company
Address	Please log in with your Justia account to see this address.
Party Name	Zenn Group LLC
Party Type	10 - Original Applicant
Legal Entity Type	16 - Limited Liability Company
Address	Please log in with your Justia account to see this address.

Correspondences

Name	LIEL HOLLANDER
Address	Please log in with your Justia account to see this address.

Trademark Events

Event Date	Event Description
2019-01-03	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM
2019-01-04	NOTICE OF DESIGN SEARCH CODE E-MAILED
2019-03-09	ASSIGNED TO EXAMINER
2019-03-12	EXAMINERS AMENDMENT -WRITTEN
2019-03-12	EXAMINERS AMENDMENT E-MAILED
2019-03-12	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED
2019-03-12	EXAMINER'S AMENDMENT ENTERED
2019-03-12	APPROVED FOR PUB - PRINCIPAL REGISTER
2019-03-31	ASSIGNED TO LIE
2019-04-24	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED
2019-05-14	PUBLISHED FOR OPPOSITION
2019-05-14	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED
2019-07-30	REGISTERED-PRINCIPAL REGISTER

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 Sprie LLC for annual professional media placement services for event promotion for Events Department.

Amount of Contract:

\$22,000.00

Funding Source

ATTACHMENTS:

1. 20250828 Spire Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 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 Spire LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sprie LLC for annual professional media placement
services for event promotion for Events Department.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,000.00

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 service

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>29584</u>	2025	(4010) SPECIAL EVENTS	ANNUAL PROFESSIONAL MEDIA PLACEMENT SERVICES FOR EVENT PROMOTION FOR EVENTS DEPARTMENT (PROFESSIONAL SERVICE)	\$22,000.00	<u>(290783) SPIRE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029584-00 FY 2025 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42070. Review: Buyer: Status: Released	Page 1
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Vendor SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607 EVENTS@CITYOFMOBILE.ORG Delivery Reference EVENTS DEPT./NYA KENNEDY Deliver To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	1290783	09/16/25			SPECIAL EVENTS

LN Description / Account	Qty	Unit Price	Net Price
001 Professional Media Buy as per the proposal dated October through the end of September 2026. A professional media buy for \$22,000.00, which may include print, online, radio, and outdoor advertisements.	1.00 EACH	22000.00000	22000.00

1 1000.20.20.4010.4010.2005.0000.0000.42070. 22000.00

Ship To
 PARKS & REC - EVENTS DIVISION
 NYA KENNEDY
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 EVENTS DEPT./NYA KENNEDY

Deliver To
 PARKS & REC - EVENTS DIVISION
 NYA KENNEDY
 48 N. SAGE AVE
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total 22000.00

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.42070.		



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 Ford F350 4x4 super cab pickup truck for Traffic Engineering.

Amount of Contract:

\$56,650.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250827 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 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 Ford F350 4x4 super cab pickup truck for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$56,650.00

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>26740</u>	2025	(F7000) MOTOR POOL	ONE FORD F-350 4X4 SUPER CAB PICKUP TRUCK FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	\$56,650.00	<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 00026740-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released	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
07/01/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 FORD F-350 CAB AND CHASSIS 4x4 SUPER CAB AS FOLLOWS: XL 630A, SUPER CAB 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADIO, REDTOOTH, REAR VIEW CAMERA, TRAILER BRAKE CONTROLLER. DUAL REAR WHEEL F350 CREW CAB 4x4 W3H 179 IN WHEELBASE-WITH 60" CA REAR CAMERA PREP KIT SPARE TIRE & WHEEL PLATFORM RUNNING BOARDS TRAILER KBRAKE MCONTROLLER 410 AMP. ALTERNATOR ROOF CLEARANCE LIGHTS 164" WHEELBASE FOR BODY INSTALLATIONS-60" CAB TO AXLE 7.3L V8 GAS ENGINE 3.73 REGULAR AXLE 40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL) OXFORD WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT MA23000003416-19 Additional Description Notes	1.00 EACH	56306.00000	56306.00

FORD F-350 CAB AND CHASSIS 4x4 SUPER CAB AS FOLLOWS:

XL 630A, SUPER CAB 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER
 WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL
 40/20/40 SEAT, AM/FM RADIO, REDTOOTH, REAR VIEW CAMERA, TRAILER BRAKE
 CONTROLLER.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026740-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released	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
07/01/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	UPGRADE TO DUAL REAR WHEEL F350 CREW CAB 4x4 W3H 179 IN WHEELBASE-WITH 60" CA REAR CAMERA PREP KIT SPARE TIRE & WHEEL PLATFORM RUNNING BOARDS TRAILER KBRAKE MCONTROLLER 410 AMP. ALTERNATOR ROOF CLEARANCE LIGHTS 179" WHEELBASE FOR BODY INSTALLATIONS-60" CAB TO AXLE 7.3L V8 GAS ENGINE 3.73 REGULAR AXLE 40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL) OXFORD WHITE IN COLOR			

AS REQUESTED BY 2060-TRAFFIC ENG.

1	1000.40.20.3005.2060.3005.0000.0000.45040.	56306.00
---	--	----------

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 00026740-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released	Page 3
--	--	--------

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
07/01/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	172.00 EACH	2.00000	344.00

Vendor Item
Inventory Item/Loc 14009

1 1000.40.20.3005.2060.3005.0000.0000.45040. 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 56650.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.45040.	56650.00	24967.19
TRAFFIC ENGINEERING EXP		
FLEET VEHICLES		

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

Activity Date	Clerk	Comment
CCancelled08/26/25	JOHN PAINE	GL Allocation changed

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026740-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released
--	--

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
07/01/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/01/25 MATTHEW ANDERSON	Auto approved by:	910518244	
Approved	07/01/25 SHONNDA SMITH			
Approved	07/01/25 CHERI BOUCHER	Auto approved by:	910518244	
Queued	08/26/25 MATTHEW ANDERSON	Auto approved by:	910518244	
Queued	08/26/25 SHONNDA SMITH	Auto approved by:	910518244	
Queued	08/26/25 CHERI BOUCHER	Auto approved by:	910518244	
Pending	DONALD ROSE	Auto approved by:	910518244	
Pending	SANDRA LEWIS	Auto approved by:	910518244	
Pending	STEVEN KRONINGER	Auto approved by:	910518244	
Pending	JOHNNIE HARRUB	Auto approved by:	910518244	
Pending	SAMANTHA COOLEY	Auto approved by:	910518244	
Pending	ANNE FOLEY	Auto approved by:	910518244	
Pending	JOHN PAINE	Auto approved by:	910518244	

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	40,169.00 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	43,337.00	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	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 Sunsouth LLC for five John Deere Z950R 60in side discharge mowers for Public Services.

Amount of Contract:

\$83,980.75

Funding Source

General fund.

ATTACHMENTS:

1. 20250827 Sunsouth Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 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 Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for five John Deere Z950R 60in side
discharge mowers for Public Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$83,980.75

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>28322</u>	2025	(F7000) MOTOR POOL	FIVE JOHN DEERE Z950R 60IN SIDE DISCHARGE MOWERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$83,980.75	<u>(291912)</u> <u>SUNSOUTH LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028322-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 SUNSOUTH LLC
 8420 TANNER WILLIAMS RD

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

MOBILE, AL 36608-8316

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#251-649-3892
 Fax 251-649-3896

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	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	JOHN DEERE Z950R 60" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12n12 MICHELIN X TWEEL TURF FOR 54 IN AND 60 IN DECKS 60 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS PER SOURCWELL CONTRACT 112624-DAC (PG BT CG 76) AND YOUR QUOTE #33365084 DATED 8-25-2025. Additional Description Notes ----- JOHN DEERE Z950R 60" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12n12 MICHELIN X TWEEL TURF FOR 54 IN AND 60 IN DECKS 60 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS REQUESTED BY 2086-PSM	5.00 EACH	16796.15000	83980.75
1	1000.40.20.2070.2086.2070.0000.0000.45040.			83980.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028322-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	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	291912				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 83980.75

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	83980.75	1.44
PUBLIC SERVICE MAINTENANCE EXP 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	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	08/26/25	DONALD ROSE	Auto approved by: 9105paij

Deere and Company

Grounds maintenance

#112624-DAC

Maturity Date: 1/31/2029

Website: [Deere.com/Sourcewell](#) 

Sourcewell 
Awarded Contract

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 112624-DAC gives access to the following types of goods and services:

- Lawn and garden tractors
- Lawn and garden attachments
- Professional zero-turn mowers
- Commercial walk-behind mowers
- Commercial front- and wide-area mowers
- Utility vehicles (UTV)
- Compact utility tractors and loaders
- Rotary cutters
- Golf and turf equipment
- Frontier equipment

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(nongovernment site)

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[ezIQC Contracts](#)

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 Sunsouth LLC for five John Deere Z970R 72in side discharge mowers for Public Services.

Amount of Contract:

\$93,490.25

Funding Source

General fund

ATTACHMENTS:

1. 20250827 Sunsouth2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 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 Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for five John Deere Z970R 72in side
discharge mowers for Public Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$93,490.25

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>28327</u>	2025	(F7000) MOTOR POOL	FIVE JOHN DEERE Z970R 72IN SIDE DISCHARGE MOWERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$93,490.25	<u>(291912)</u> <u>SUNSOUTH LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028327-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	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	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	JOHN DEERE Z970R 72" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12N12 MICHELIN X TWEEL TURF FOR 72 IN. DECKS 72 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS PER SOURCEWELL GROUNDS MAINTENANCE CONTRACT #112624-DAC (PG BT CG 76) AND YOUR QUOTE 33365084 DATED 8-25-2025 Additional Description Notes ----- JOHN DEERE Z970R 72" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12N12 MICHELIN X TWEEL TURF FOR 72 IN. DECKS 72 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS REQUESTED BY 2086-PSM	5.00 EACH	18698.05000	93490.25
1	2000.80.00.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT.			93490.25

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028327-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	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	291912				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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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

[Requisition Link](#)

Requisition Total	93490.25
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT.	93490.25	27748.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	93490.25	1.44

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/29/25	BRENDA RHODES	

Deere and Company

Grounds maintenance

#112624-DAC

Maturity Date: 1/31/2029

Website: Deere.com/Sourcewell 

Sourcewell 
Awarded Contract

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 112624-DAC gives access to the following types of goods and services:

- Lawn and garden tractors
- Lawn and garden attachments
- Professional zero-turn mowers
- Commercial walk-behind mowers
- Commercial front- and wide-area mowers
- Utility vehicles (UTV)
- Compact utility tractors and loaders
- Rotary cutters
- Golf and turf equipment
- Frontier equipment

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 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 Sunsouth LLC for two John Deere HPX615E Gator utility vehicles for Motor Pool.

Amount of Contract:

\$34,219.88

Funding Source

General fund.

ATTACHMENTS:

1. 20250827 Sunsouth3 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 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 Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for two John Deere HPX615E Gator utility vehicles for Motor Pool.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$34,219.88

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>28331</u>	2025	(F7000) MOTOR POOL	TWO JOHN DEERE HPX615 GATOR UTILITY VEHICLES FOR MOTOR POOL (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$34,219.88	<u>(291912)</u> <u>SUNSOUTH LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028331-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	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	291912				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 JOHN DEERE GATOR HPX615E AS FOLLOWS: HIGH PERFORMANCE ALL TERRAIN HPAT TIRES STANDARD BENCH SEAT BLACK PARK POSITION IN TRANSMISSION CARGO BOX W/SPRAY IN LINER, BRAKE AND TAIL LIGHTS CARGO BOX MANUAL LIFT WITH PROP ROD OPS WITH NETS BLACK POLY ROOF FRONT BRUSH GUARD TURN SIGNAL LIGHT HARNESS KIT TURN SIGNAL LIGHT KIT, FRONT & REAR SIDE MIRRORS HORN KIT GLASS WINDSHIELD W/WIPER SWITCH BANK ALLIED STROBE KIT AS PER SOURCEWELL CONTRACT GROUND MAINTENANCE #112624 (PG BT DG 76) AND YOUR QUOTE 33365087 DATED 8-25-2025 Additional Description Notes ----- 2025 JOHN DEERE GATOR HPX615E AS FOLLOWS: HIGH PERFORMANCE ALL TERRAIN HPAT TIRES STANDARD BENCH SEAT BLACK PARK POSITION IN TRANSMISSION CARGO BOX W/SPRAY IN LINER, BRAKE AND TAIL LIGHTS	2.00 EACH	17109.94000	34219.88

=====	=====
Bill To	Requisition 00028331-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
SUNSOUTH LLC
8420 TANNER WILLIAMS RD

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

MOBILE, AL 36608-8316

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#251-649-3892
Fax 251-649-3896

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/29/25	291912				MOTOR POOL
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	CARGO BOX MANUAL LIFT WITH PROP ROD			
	OPS WITH NETS			
	BLACK POLY ROOF			
	FRONT BRUSH GUARD			
	TURN SIGNAL LIGHT HARNESS KIT			
	TURN SIGNAL LIGHT KIT, FRONT & REAR			
	SIDE MIRRORS			
	HORN KIT			
	GLASS WINDSHIELD W/WIPER			
	SWITCH BANK			
	ALLIED STROBE KIT			
	AS REQUESTED BY 7000-MOTOR POOL			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			34219.88

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028331-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	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	291912				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	34219.88
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	34219.88	.00
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	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	08/26/25	DONALD ROSE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028331-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 4

Vendor
 SUNSOUTH LLC
 8420 TANNER WILLIAMS RD

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

MOBILE, AL 36608-8316

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#251-649-3892
 Fax 251-649-3896

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	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/26/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	08/26/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	08/26/25 JOHNNIE HARRUB	Auto	approved by: 9105paij	
Approved	08/26/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	08/26/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	08/26/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Deere and Company

Grounds maintenance

#112624-DAC

Maturity Date: 1/31/2029

Website: [Deere.com/Sourcewell](#) 

Sourcewell 
Awarded Contract

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 112624-DAC gives access to the following types of goods and services:

- Lawn and garden tractors
- Lawn and garden attachments
- Professional zero-turn mowers
- Commercial walk-behind mowers
- Commercial front- and wide-area mowers
- Utility vehicles (UTV)
- Compact utility tractors and loaders
- Rotary cutters
- Golf and turf equipment
- Frontier equipment

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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: September 2, 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 UKG Kronos Systems LLC for annual renewal of Kronos Telestaff personnel timekeeping software for MFRD.

Amount of Contract:

\$44,022.00

Funding Source

General Fund.

ATTACHMENTS:

1. 20250826 UKG Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 Septemer 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 UKG Kronos Systems LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to UKG Kronos Systems LLC for annual renewal of Kronos
Telestaff personnel timekeeping software for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,022.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>28367</u>	2025	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF UKG KRONOS TELESTAFF PERSONNEL TIMEKEEPING SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	\$44,022.00	<u>(294306) UKG KRONOS SYSTEMS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028367-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor UKG KRONOS SYSTEMS LLC 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	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
07/30/25	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	RENEWAL. ORIGINAL PURCHASE PER STATE OF ALABAMA CONTRACT T-00A. SOFTWARE: ANNUAL RENEWAL, UKG TELESTAFF CLOUD, 21-SEP-25 THRU 20-SEP-26 PER INVOICE 110010015668 Vendor Item	575.00 EACH	76.56000	44022.00
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1	1000.30.15.1510.1522.1510.0000.0000.42115.			44022.00
---	--	--	--	----------

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	44022.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42115.	44022.00	559884.03

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028367-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor
 UKG KRONOS SYSTEMS LLC
 297 BILLERICA RD

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

CHELMSFORD, MA 01824

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#864-967-9960
 Fax 866-935-1163

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
07/30/25	294306				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
FIRE SUPPRESSION DIV EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	08/26/25	DONALD ROSE	Auto approved by: 9105fola
Approved	08/26/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/26/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/26/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	08/26/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	08/26/25	ANNE FOLEY	
Approved	08/26/25	JOHN PAINE	Auto approved by: 9105fola
Approved	08/26/25	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Budget Amendments Resolution JBE 8-22-2025

REVIEWERS:

Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile routinely reviews its city budgets and financial resources; and

WHEREAS, as we near the end of fiscal year 2025 some departments have remaining allocated funds that will not be expended by the end of fiscal year 2025; and

WHEREAS, the new Jimmy Buffet exhibit at the maritime museum has been previously recognized as a favorable investment in tourism; and

WHEREAS, this resolution is to transfer available funds in the fiscal year 2025 general fund budget to the maritime museum for investment in the new Jimmy Buffet exhibit; and

WHEREAS, these transfers and amendments should have no negative impact on the services provided for the remainder of fiscal year 2025 and no operational or budgetary impact on the city's FY 2026 budget, and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following amendments, reallocations, appropriations and transfers be made to the fiscal year 2025 general fund budget:

Decrease line item 1004 2086 40010 (parks maintenance salaries) by \$300,000.

Decrease line item 1004 2086 41030 (parks maintenance health insurance) by \$200,000.

Increase line item 1004 9070 42080, performance contracts, by \$500,000.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

the sum of \$112,000.00 be transferred from Deferred Revenues Fund (5020.25553) to Capital account C0791 CIP PK Copeland Cox Tennis Center. These funds were received in support of a United States Tennis Association (USTA) grant.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-USTA Transfer 8-26-2025

REVIEWERS:

Martha Barton
Kelsi Tippery
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$112,000.00 be transferred from Deferred Revenues Fund (5020.25553) to Capital account C0791 CIP PK Copeland Cox Tennis Center. These funds were received in support of a United States Tennis Association (USTA) grant.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Barry Glisson, Interim Chief - Fire

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One yr contract renewable for 2 addl 1 yr periods with D.L. Dyess MD, LLC, for Service Medical Director services for Mobile Fire-Rescue Department.

Amount of Contract:

As needed at Unit rates NTE \$50,000 per year

Funding Source

General fund. 6120.6120.42200

ATTACHMENTS:

1. 2025 Dyess Agenda Package

REVIEWERS:

Donald Rose

Scott Collins

Cherlina Monteiro

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: September 2, 2025 Item No. _____
Date

Submitted by: MFRD Chief Barry Glisson
Department Department Head

Sponsored by: Mayor Stimpson
Name Title

Reviewed by: Rob Lasky
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with D.L. Dyess MD, LLC

PURPOSE & SCOPE OF PROJECT:

One yr contract renewable for 2 addl 1 yr periods with D.L. Dyess MD, LLC, for Service Medical
Director services for Mobile Fire-Rescue Department.
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Unit rates NTE \$50,000 per year.

FUNDING SOURCE:

Budget Item: 6120.6120.42200 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature-retroactive to Aug 1 2025

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional Service

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 Mayor and 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 D.L. Dyess, MD, LLC, for one year, renewable annually for two additional one-year periods without further City Council Approval, as needed at unit prices in a total amount not to exceed \$50,000.00 per year, as appropriated funds are available, for Service Medical Director services for the Mobile Fire-Rescue Department, 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

PROFESSIONAL SERVICES CONTRACT

City of Mobile



This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 9th day of August 2025 by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (hereinafter the "City") and D. L. DYESS, MD, LLC., a State of Alabama limited liability company (hereinafter "Contractor"), as follows:

WHEREAS, the City of Mobile is an Alabama -licensed Emergency Medical Provider Service (EMPS) under the Alabama Department of Public Health for, as those services are defined in Chapter 420-2-1 of the Alabama Department of Public Health Emergency Medical Services Administrative Code ("Administrative Code"), through its Mobile Fire and Rescue Department (MFRD); and

WHEREAS, Rule 420-2-1-.05(h) of the Administrative Code requires that the City engage a Service Medical Director (SMD) to be responsible for medical direction and oversight for the day-to-day operations of the City's EMPS; and

WHEREAS, the Contractor meets the qualifications for a SMD as set out in Rule 420-2-1-.15 and wishes to serve as a City SMD; and,

WHEREAS, the City is reviewing its contract model for provision of these services, which are required for City compliance with Alabama Department of Public Health Emergency Medical Services Administrative Code; and

WHEREAS, the City has been satisfied with Provider's performance, and believes it is in the City's best interest to continue to use Provider's professional services under current rates and terms and conditions; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. Contractor shall provide EMPS medical oversight for the MFRD as required by and in accordance with the Administrative Code.

- B. Contractor shall meet and maintain the professional requirements in Administrative Code section 420-2-1-.06, and specifically maintain:
- a. a current license to practice medicine from the Medical Licensure Commission of Alabama,
 - b. a current unrestricted Drug Enforcement Agency number
 - c. an unrestricted Alabama controlled substances certificate
 - d. an Office of Emergency Medical Services and Trauma Medical Direction Physician Identification number.
- C. Contractor will provide oversight to ensure that all City of Mobile Emergency Medical Services Personnel (EMSP) are properly educated and licensed.
- D. Contractor will provide oversight to ensure that all City of Mobile EMSPs follow the current Alabama Department of Public Health, Office of Emergency Medical Services, Patient Care Protocols, and are in compliance with Chapter 420-2-1 of the Alabama Department of Health Administrative Code.
- E. Contractor will provide oversight to ensure that an effective method of quality assurance and improvement is integrated into the City's EMPS delivery of patient care. Such oversight will include service and facilities.
- F. Contractor will take action to remove from service or provide remedial education to City EMSPs in furtherance of and in accordance with Contractor's responsibilities under Administrative Code 420-2-1.
- G. City may request, and upon mutual agreement as to scope, price, and deliverables with Contractor, Contractor may perform other non-routine duties in support of the City's EMPS. City does not guarantee Contractor's exclusive engagement as SMD.
- H. The contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.
- I. The Chief, EMS Division, Mobile Fire Rescue Department, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasks to the contractor with respect to these services.

II. TERM OF AGREEMENT

This term of this agreement shall commence immediately upon execution by both the City and the Contractor and shall continue for one (1) year period from the effective date. Upon expiration, the Agreement may be renewed for up to two (2) additional one-year

terms upon mutual written agreement signed by both parties at least 60 days prior to expiration.

III. COMPENSATION AND FUNDING CONTINGENCY

- A. City hereby agrees to pay Contractor \$3,000.00 per month for routine services described above, provided in the previous month.**
- B. Contractor may also provide additional non-routine professional services in support of the City's Emergency Medical Services Personnel, agreed to in advance and performed at a rate of \$150.00 per hour, including reasonable travel expenses. as approved by City's Chief, EMS Division of Mobile Fire Rescue Department as set out below herein.**
- C. City agrees to pay the contractor annually an amount not to exceed \$5000.00, as a contribution to professional liability insurance, as approved by the City's Chief, EMS Division of Mobile Fire Rescue Department.**
- D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract in an amount not to exceed Fifty Thousand Dollars [\$50,000.00] annually. No amount in excess of this annual not-to-exceed limit shall be due unless authorized by a written amendment approved in the same manner as the original Contract.**
- E. Payment shall be contingent upon availability of grant funding provided to the City by the General Fund, EMS enterprise account.**

IV. METHOD OF PAYMENT

- A. The City shall pay the Contractor through payment issued by the City upon receipt of the Contractor's monthly invoice and written approval of same by the City's Chief, EMS Division, Mobile Fire Rescue Department designated Project Manager indicating that services have been authorized and rendered in conformity with this Contract.**
- B. The Contractor's invoices shall be in a form satisfactory to the Finance Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.**

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.**
- B. If the City's Chief, EMS Division, Mobile Fire Rescue Department requires Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation. The additional compensation shall be agreed upon**

before commencement of any additional services or changes and shall be incorporated into this Contract by written and executed amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A.** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975). The insurance requirements set forth in Section VII are separate and independent from, and shall not in any way limit, the scope or enforceability of the Contractor's indemnification obligations under this Section. The City shall not be required to seek recovery under any insurance policy before enforcing its rights to indemnification under this Agreement.
- B.** Financial Interest. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest In the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

- C. Agency Relationship: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City, but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicated 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 thereof.
- D. Assignment: Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered Into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent
- E. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

Contractor shall maintain EMS Medical Director Professional Liability Insurance and General Liability Insurance with minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate per year, issued by a company licensed and qualified to do business in the State of Alabama, which General Liability insurance shall name the City of Mobile as an additional insured: Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination. Evidence of such coverage is provided as Exhibit A. *Such insurance shall name the City of Mobile as an additional insured.*

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

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 except professional liability, workers compensation and employer's liability 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 alteration/Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to material change without 20 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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Mobile Fire Rescue Department Chief, EMS Division's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor;

any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- D.** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E.** The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F.** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G.** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.
- H.** The City shall not provide any services to the Contractor in connection with any legal or administrative claim brought on behalf of or against the Contractor.
- I.** In the event of any material breach by the Contractor, and should the City engage the services of an attorney to protect or enforce its rights, the Contractor agrees to reimburse the City for any reasonable attorney fees and expenses incurred, whether in litigation or otherwise.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Agreement. The Contractor shall commence services upon the effective date of the Agreement, or upon issuance of a written notice to proceed by the City, whichever is later. The Contractor shall not begin any work prior to such date. The services described herein shall be performed continuously and diligently for a period of three (3) years from the commencement date, unless earlier terminated in accordance with

this Agreement. The Contractor shall devote such time and effort as is reasonably necessary to fulfill the duties and responsibilities required under this Agreement throughout the term.

X. OBLIGATIONS OF CITY

- A.** City shall designate a Department Head or other person to function as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B.** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D.** Nothing herein shall be construed to limit the City's right to monitor or audit compliance with the Agreement.

XI. TERMINATION

- A.** The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete service.

The City reserves the right to terminate this Agreement immediately upon any material breach by the Contractor or for any act, omission, or misconduct. The City shall not be liable for payment of any lost profits or damages upon termination.

- B.** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Mobile Fire Rescue Department Chief, EMS Division, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.

- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the written approval by the City's Mobile Fire Rescue Department Chief, EMS Division, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.
- H. Final payment is subject to withholding under XVI if default has occurred.

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

- D. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. NOTICES

The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to this Contract, is the Chief of the EMS Division of Mobile Fire Rescue Department or the Chief's designated representative.

- A. 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:

Mobile Fire Rescue Department
Chief, EMS Division
701 St. Francis St.
Mobile, Alabama 36602

CONTRACTOR:

D.L. Dyess, MD, LLC
300 Trent Mill Court
Mobile, Alabama 36608

COPY TO:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- B. Any change in the City's Mobile Fire Rescue Department Chief, EMS Division or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications within specified timelines, 13) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 14) failing to comply with written directives from the City

to correct specific issues or deficiencies, 15) failure to maintain adequate security measures for sensitive information or physical assets, 16) failure to address health and safety violations that result in injury or property damage, 17) providing false claims for payments, reimbursements, or change orders, 18) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 19) failure to disclose debarment or loss of required license. The foregoing list of defaults is intended to be illustrative and not exhaustive, and shall not be construed to limit the City's right to declare a default for any other material breach or failure to perform under this Agreement.

XV. 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 Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination.

XVI. WITHHOLDING PAYMENT DUE

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

XVII. ANTI-BOYCOTT

Contractor agrees it is not currently engaged in and will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Ala. Code § 41-16-5 (1975), as amended.

XVIII. NON-DISCRIMINATION

Contractor shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034, which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin, or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. *Contractor shall also comply with all applicable federal non-discrimination and civil rights requirements imposed as a condition of federal funding, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.*

XIX. COMPLIANCE WITH 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. Pursuant to Alabama Code (1975) § 31-13-9, if Contractor employs one or more employees within the State of

Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program. *Such documentation shall be submitted to the City prior to execution of this Agreement and shall be attached hereto.* 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.

XX. MISCELLANEOUS

- A.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- B.** The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.
- C.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- D.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- G.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- H.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- I.** Neither the City's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- J.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding, and enforceable.

- L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- M. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- N. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- O. This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- P. 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.
- Q. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable and preserved.
- R. The City and Contractor each bind itself, its successors, and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor 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.
- S. This Agreement represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

XXI. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

D. L. Dyess, MD, LLC

By:

D. L. Dyess

D. L. Dyess, MD

As its Authorized Agent

Date: 25 August 2025

State of ALABAMA }

County of MOBILE }

I, Cassandra Williams the undersigned authority a Notary Public, in and for said State at Large, hereby certify that Dr. D.L. Dyess, whose name as Authorized Agent of D. L. Dyess, MD, LLC, a limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such Authorized Agent, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

In witness whereof, I hereunto set my hand and official seal on this 25th day of August, 2025

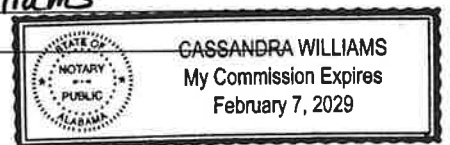
Cassandra Williams

Notary Public

Print Cassandra Williams

My commission expires: _____

(Seal)



CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Nautilus Insurance Company

An Arizona Corporation

EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

This Policy consists of:

- Declarations Page
- Applicable Coverage Sections
- Endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Service Office:
550 W Jackson Blvd, Suite 500
Chicago, IL 60661
Toll Free (844) 465-6256
Fax (312) 207-1933

Administrative Office:
7233 East Butherus Drive
Scottsdale, AZ 85260-2410
Telephone (480) 951-0905
Fax (480) 281-0910



Emergency Medical Services Medical Directors Professional Liability and General Liability Insurance Policy

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

Item 1.	Name and Address of Named Insured: Donna L. Dyess, MD 300 Trent Mill COurt Mobile, AL 36608	Policy Number: EMD-2083585-P3
Item 2.	Policy Period: From January 6, 2025 (inception date) to January 6, 2026 (expiration date) <i>(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured)</i>	
Item 3.	Limits of Liability for the Policy Period: A. EMD Medical Directors Error and Omissions Coverage: \$1,000,000 each Claim B. EMD Medical Directors General Liability Coverage: \$1,000,000 each Occurrence C. Policy Aggregate: \$3,000,000 all Claims / Occurrences	
Item 4.	RETROACTIVE DATE: A. EMD Medical Directors Error and Omissions Coverage: January 06, 2023 B. EMD Medical Directors General Liability Coverage: January 06, 2023 <i>If a date is indicated, this insurance will not apply to any act, error, omission, medical professional injury or Occurrence that occurred before such date.</i>	
Item 5.	Deductible:	\$0 each and every Claim
Item 6.	Premium: Terrorism coverage is included for \$0	\$3,600
Item 7.	Forms and Endorsements attached at inception:	EMD 7000-(04-16)-N
	1 028-OFAC (03-16) Trade and Economic Sanctions 2 265- 0220 Policyholder Disclosure – Notice of Terrorism Insurance Coverage 3 266- (02/20) Cap on Losses from Certified Acts of Terrorism 4 701-CR- 0419 CLAIM REPORTING PROCEDURES 5 EMD 000901 (09-15) Policyholder Notice 6 EMD 000902 (09-15) Minimum Earned Premium Endorsement 7 EMD 500902- 0920-NF Mobile Intravenous Services Excluded 8 NIC-E906- 0821 Service of Suit	

- Item 8.** Notice to the **Insurer** as provided in section V. A. shall be sent to:
Berkley Select Claims Department on behalf of Nautilus Insurance Company
550 W. Jackson Blvd, Suite 500, Chicago, IL 60661
Toll Free: (844) 465-6256 Fax: (312) 207-1933
Email: newclaim@berkleyselect.com
- All other notices to be given to the **Insurer** shall be sent to the Producer:
RPS Healthcare
525 West Van Buren, Suite 1200
Chicago, IL 60607

Trade and Economic Sanctions

This **Policy** does not provide coverage for **Insureds**, transactions or that part of **Loss**, including **Damages** and/or **Costs of Defense** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD		Policy Number EMD-2083585-P3
Effective Date of This Endorsement 01/06/2025	Authorized Representative	

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD	Policy Number EMD-2083585-P3
Effective Date of This Endorsement 01/06/2025	Authorized Representative

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE COVERAGE SECTION

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE SECTION

FIDUCIARY LIABILITY INSURANCE COVERAGE SECTION

EXCESS INSURANCE POLICY

GENERAL LIABILITY COVERAGE PART

COMMUNITY ASSOCIATION LEADERS PROFESSIONAL LIABILITY INSURANCE POLICY – DIRECTORS AND OFFICERS LIABILITY COVERAGE

EMERGENCY MEDICAL SERVICES GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid for this Policy, it is amended as follows:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer has met its insurer deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

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Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD	Policy Number EMD-2083585-P3
Effective Date of This Endorsement 01/06/2025	Authorized Representative

BERKLEY SELECT

CLAIM REPORTING PROCEDURES

In the event of an incident which may result in a claim, an actual claim or your receipt of suit papers, please follow the procedures outlined below:

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

BERKLEY SELECT CLAIMS DEPARTMENT

on behalf of Nautilus Insurance Company

550 W. Jackson Blvd., Suite 500

Chicago, IL 60661

Fax: (312) 207-1933

E-mail: newclaim@berkleyselect.com

Online: www.berkleyselect.com/claims/report-claim

TO ENABLE US TO RESPOND MORE QUICKLY AND EFFICIENTLY, please fax or email any pertinent details of the claim directly to our attention.

PLEASE BE SURE TO INCLUDE:

- Your Name, Address and Phone Number;
- Your Policy Number and the Policy Period;
- A written narrative of the circumstances surrounding the claim or potential claim;
- Names and addresses of the claimant;
- Details of the any underlying claim, including current status and the amount in controversy or relief demanded.
- If you are submitting the report by mail or fax, please also include any letters of demand or any legal papers which you have received regarding the claim.

Please provide your professional liability insurance agent a copy of all claim notices and correspondence sent to Berkley Select.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD		Policy Number EMD-2083585-P3
Effective Date of This Endorsement 01/06/2025	Authorized Representative	

IMPORTANT NOTICE TO POLICYHOLDERS

- The insurance policy you have purchased is being issued by an insurer that is not licensed by your state. These companies are called "Non-Admitted" or "Surplus Lines" Insurance Companies.
- The Insurance Company is not subject to the financial solvency regulation and enforcement which applies to licensed insurers.
- The Insurance Company does not participate in any of the Insurance Guaranty Funds that may exist in your state. Therefore, these Funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
- Your State Insurance Department maintains a list of eligible Surplus Lines Insurance Companies approved by the Insurance Commissioner. Ask your agent or broker if the insurer is on that list.
- For additional information about the insurer, you should ask questions of your insurance agent, broker for "Surplus Lines" broker or contact your state Insurance Department.
- If you, as the applicant, required that the insurance policy you have purchased be bound immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage during that five-day period, the premium will be prorated and any broker fee charged for this insurance will be returned to you.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD	Policy Number EMD-2083585-P3
Effective Date of This Endorsement 01/06/2025	Authorized Representative

MINIMUM EARNED PREMIUM ENDORSEMENT

If this insurance is cancelled at the request of the **Named Insured**, there will be a minimum earned premium retained by the Company of 25% of the premium for this insurance.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD		Policy Number EMD-2083585-P3	
Effective Date of This Endorsement 01/06/2025		Authorized Representative	

Mobile Intravenous Services Excluded

This endorsement modifies insurance provided under the following:

EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS ERRORS & OMISSIONS INSURANCE POLICY

1. **Section II. Who is Insured** is modified by the addition of the following:

II. F. Any person or organization that provides Mobile Intravenous Services to patients outside of an Emergency Medical System, event Emergency Medical System service, and/or outside of established Emergency Medical System Protocols and accepted standards of care is not an **Insured**.

2. **Section V – Exclusions** with respect to both Coverages A and B, is amended to include the following:

This Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim** based upon or arising out of any actual or alleged Mobile Intravenous Services to patients outside of an Emergency Medical System, event Emergency Medical System service, and/or outside of established Emergency Medical System Protocols and accepted standards of care.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD		Policy Number EMD-2083585-P3
Effective Date of This Endorsement 01/06/2025	Authorized Representative	

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon John Briggs, or his nominee of the Insurer at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Insurer upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Insurer's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Donna L. Dyess, MD		Policy Number EMD-2083585-P3
Effective Date of This Endorsement 01/06/2025	Authorized Representative	

Nautilus Insurance Company

EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the **Company** agrees to provide coverage as follows:

A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any **Wrongful Act** arising from the rendering or failure to render **Professional Services** by the **Insured**, and provided that such **Wrongful Act** is committed:

1. during the **Policy Period**; or
2. prior to the **Policy Period** but after the **Retroactive Date**, if any; provided that prior to the effective date of the **Policy Period**:
 - a. the **Insured** had not given notice of such **Wrongful Act** to the insurer of any other policy in force prior to the effective date of this Policy;
 - b. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**; and
 - c. there are no prior or other policies which provide insurance for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay such **Claim**, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for **Personal Injury** or **Property Damage** caused by an **Occurrence**, and provided that:

1. the **Occurrence** takes place after the **Retroactive Date**, if any; and
2. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such **Occurrence**, nor could have reasonably foreseen that such **Occurrence**, circumstance, situation or incident might be expected to be the basis of a **Claim** under this Policy.

C. Defense and Settlement

The **Company** shall have the right and duty to defend, subject to the Limit of Liability, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the **Company** shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** for loss or injury to which this Policy does not apply. The **Company** shall have the right to select and assign defense counsel. The **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim**. The **Company** shall also have the right to investigate any **Claim** and/or to negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent.

It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claim Expenses**.

The **Company** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application, and statements made in the application.

It is further provided that the **Company** shall not be obligated to pay any **Damages** or **Claim Expenses**, or to undertake or continue defense of any **Claim**, **Suit** or proceeding after the applicable limit of the **Company's** liability has been exhausted by the payment of **Damages** or **Claim Expenses** or after deposit of the applicable policy limit in a court of competent jurisdiction. Upon such exhaustion of the Limit of Liability, the **Company** shall have the right to withdraw from the further defense thereof by tendering control of the defense to the **Insured**.

Notwithstanding the foregoing, the **Company** has the sole right to settle any **Claim** under any of the following circumstances:

1. the settlement amount is within any Deductible amount, if applicable;
2. the **Insured** is deceased or adjudicated incompetent;
3. the **Claim** was reported to the **Company** during an **Extended Reporting Period**;
4. a judgment has been entered;
5. the **Insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated; or
6. if, after reasonable efforts by the **Company**, the **Insured** cannot be located.

The **Company** may appeal any judgment against the **Insured** for any **Claim** covered by this Policy at its sole discretion.

As a condition precedent to issuance of this Policy, the **Insured** consents to the **Company's** reporting any **Claim** settlement, including factual details, to the National Practitioner's Data Bank or to any other professional or state agency pursuant to law or regulation.

II. Who is Insured

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to **Professional Services** in the capacity as an Emergency Medical Service Medical Director;
- B. if the **Named Insured** designated in Item 1 of the Declarations is a Corporation, Partnership, Limited Liability Corporation, Limited Liability Partnership, or other organization:
 1. the entity so designated; and
 2. any Emergency Medical Service Medical Director of such entity; and
 3. any employee of the **Named Insured**;
but only with respect to **Professional Services**;

- C. any professional serving as a temporary replacement or substitute for a natural person **Insured** ("locum tenens"), but solely while such person is acting within their duties for, and on behalf of, the **Named Insured**. During the terms of such replacement (not to exceed 60 days per **Policy Period**), the person who is replaced by, or substituted for, shall not be an **Insured** under this Policy;
- D. any person or organization for whom the **Named Insured** is rendering **Professional Services** to the extent that the **Named Insured** and such person or organization have agreed in a written contract or written agreement that such person or organization is an Additional Insured on this Policy. Such person or organization is an Additional Insured only with respect to **Wrongful Acts** arising from the rendering of **Professional Services** by the **Named Insured**. In no event shall the acts, errors or omissions of the Additional Insured be covered by this Policy. A person or organizations' status as an Additional Insured ends when the **Insured's** contract or agreement with the Additional Insured has ceased;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** person in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

III. COVERAGE TERRITORY

This Policy applies to any **Wrongful Act** or **Occurrence** which take place anywhere in the world provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Extended Reporting Period** when purchased in accordance with Section VIII. EXTENDED REPORTING PERIOD of this Policy.

IV. SUPPLEMENTARY PAYMENTS

In addition to the applicable Limits of Liability, the following supplementary payments shall be provided by this Policy. However, these supplementary payments end when the **Company** has exhausted the applicable Limit of Liability stated in Item 3 of the Declarations.

- A. The **Company** will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a **Claim** against such **Insured** for **Damages**, but the amount so payable with respect to any **Claim** shall not exceed \$5,000 for all **Insureds**.
- B. The **Company** will pay up to \$5,000 per **Policy Period** for each **Insured**, not to exceed \$10,000 as to all **Insureds** per **Policy Period**, for reimbursement of attorney's fees and other costs, expenses or fees resulting from the investigation or defense of a **Disciplinary Proceeding**; provided: notice of such **Disciplinary Proceeding** is both first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** or the **Extended Reporting Period**, and such **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by the **Insured** subsequent to the **Retroactive Date**, if any.
- C. The **Company** will pay up to \$5,000 per **Policy Period** for attorney fees charged by an attorney designated by the **Company** to prepare the **Insured** for deposition provided:
 - 1. the **Insured** receives a subpoena during the **Policy Period** for documents or testimony arising out of **Professional Services**; and
 - 2. the **Insured** provides the **Company** with a copy of the subpoena; and
 - 3. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
 - 4. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice the **Insured** provides the **Company** of such subpoena shall be deemed notification of a potential **Claim** under X. DUTY TO PROVIDE NOTICE.

V. EXCLUSIONS

With respect to both Coverages A and B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based upon or arising out of any obligation for which the **Insured** or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
2. based upon or arising out of **Personal Injury** to any employee of the **Named Insured** arising out of and in the course of their employment with the **Named Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
3. based on or arising out of the actual or alleged failure to effect or maintain any insurance or bond;
4. for which any **Insured** is also protected under a nuclear energy liability insurance policy or would have been protected under such a policy if that policy's limits of coverage had not been used up;
5. that results from the **Hazardous Property of Nuclear Material** and for which:
 - a. any **Insured** is required by law to maintain financial protection in accordance with the Federal Atomic Energy Act, or any of its amendments; or
 - b. any **Insured** is entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies;
6. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;
7. based upon or arising out of:
 - a. any request, demand or order that any **Insured** 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. any **Claim** 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**.
8. based on or arising out of actual or alleged liability assumed by the **Insured** under any contract or agreement, including but not limited to breach of contract, other than a contract for services as an Emergency Medical Service Medical Director with a **Contracting Entity**;
9. based on or arising out of or alleging in whole or in part **Physical or Sexual Abuse**. This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part for any **Damages** arising out of **Physical or Sexual Abuse**, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Physical or Sexual Abuse**, failure to prevent assault and battery, or failure to discharge an employee of the **Named Insured** or the **Contracting Entity**;

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of this Policy as to any **Claim** upon which a **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to the **Insured**, or an admission by the **Insured** shall establish that such behavior caused, in whole or in part, the injury claimed in such **Claim**. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**;

10. based on or arising out of any circumstance for which the **Insured** or its insurer may be held liable under the National Labor Relations Act of 1938 (NRLA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), The Worker Adjustment and Retraining Notification Act (WARN), Social Security, any workers' compensation, unemployment compensation or disability benefits law or under any similar law; provided, however, this exclusion shall not apply to any **Claim** based upon or arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights under such law.

With respect to Coverage A:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of any actual or alleged criminal, dishonest, fraudulent or malicious act, error or omission, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent by or at the direction of any **Insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claim Expenses** incurred in defending any **Suit** alleging such conduct until, by trial verdict, court ruling, regulatory ruling or legal admission, the **Insured** is found to have engaged in such conduct.
2. made by or on behalf of:
 - a. one **Insured** under this Policy against another **Insured** under this Policy;
 - b. any entity which is controlled, managed or operated by an **Insured**;
 - c. any entity in which an **Insured's** spouse or domestic partner has an ownership interest in excess of 10%; or
 - d. any entity which wholly or partly owns, operates or manages an **Insured**.
3. based on or arising out of any actual or alleged express warranties or guarantees;
4. based on or arising out of actual or alleged **Bodily Injury** to employees of the **Insured** or the **Contracting Entity** in the course and scope of their employment, or while they perform duties related to the **Insured's Professional Services**; including any obligations the **Insured** may have to share **Damages** with, or repay another party who must pay **Damages** because of the **Bodily Injury**;
5. brought by the spouse, child, parent, brother or sister of any employee of the **Insured** or the **Contracting Entity** as a result of **Bodily Injury** to such employee, regardless of whether the **Insured** may be liable as an employer or in any other capacity;
6. based on or arising out of the ownership, operation, maintenance or use of:
 - a. any sanitarium, hospital or medical center;
 - b. any clinic with bed care facilities;
 - c. any laboratory; or
 - d. any other business not designated as an **Insured** under this Policy;
7. based on or arising out of the actual or alleged rendering or failure to render any practice or procedure for which the **Insured** is not licensed or authorized to perform under the business and professions laws of the state in which the practice or procedure is rendered or to be rendered;
8. based upon or arising out of lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations, provided, however, this exclusion shall not apply to any **Claim** based upon or arising out of **Professional Services**, including an error or omission in the oversight training or preparedness of others for whom the **Insured** is legally responsible;

9. based on or arising out of **Bodily Injury** or **Personal Injury** to any person arising out of the provision of medical services by the **Insured**, except when arising out of direct patient care provided within the scope of **Professional Services**.

With respect to Coverage B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
2. based on or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - a. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
 - b. the failure work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**;
3. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any automobile, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; and
 - b. any other automobile, aircraft or watercraft operated by any person in the course of his employment by an **Insured**;

provided, however, this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned or rented or loaned to any **Insured**, and this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;
4. based upon or arising out of **Property Damage** to:
 - a. property owned or occupied or rented to the **Insured**;
 - b. property used by the **Insured**; or
 - c. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, however, parts b. and c. of this exclusion do not apply with respect to liability under a written side-track agreement and part c. of this exclusion does not apply with respect to **Property Damage** (other than to Elevators) arising out of the use of an Elevator at premises owned by, rented to or controlled by the **Named Insured**;
5. based upon or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable:
 - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
 - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
6. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an incidental contract;
7. based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;

8. based upon or arising out of **Bodily Injury, Personal Injury or Property Damage** expected or intended from the standpoint of the **Insured**; however, this exclusion does not apply to **Bodily Injury, Personal Injury** resulting from the use of reasonable force to protect persons or property;
9. based upon or arising out of **Personal Injury** in the course of or related to advertising or telecasting activities conducted by or on behalf of the **Named Insured**;
10. based on or arising out of **Bodily Injury or Personal Injury** to any person arising out of the provision of medical services by the **Insured**.

VI. DEFINITIONS

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, including endorsements forming a part hereto, the following terms shall have the meanings indicated below.

- A. **Aircraft Products** means, whenever used in this Policy, any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of **Aircraft Products**.
- B. **Alternative Dispute Resolution** means arbitration, mediation, or other form of alternative dispute resolution.
- C. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and death that results from such harm, sickness or disease.
- D. **Claim** means:
 1. a demand or an oral or written notice received by the **Insured** from any party that it is their intention to hold the **Insured** responsible for any **Wrongful Act** or **Occurrence** to which this Policy applies;
 2. the **Insured's** knowledge of circumstances which could reasonably be expected to give rise to a **Suit** or demand against the **Insured** for a **Wrongful Act**;
 3. service of suit and the institution of other **Alternative Dispute Resolution** proceedings; and
 4. any **Suit**.

Claim shall not include a **Disciplinary Proceeding**.
- E. **Claim Expenses** means:
 1. fees charged by an attorney, arbitrator or mediator designated by the **Company**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim** or potential **Claim**, if incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent;
 2. all costs taxed against an **Insured** with respect to a covered **Claim**, and interest on the covered portion of any judgment which accrues after entry of judgment and before the **Company** has paid or tendered or deposited, whether in court or otherwise; and
 3. premiums on appeal bonds and on bonds to release attachments with respect to covered **Claims**, but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this Policy. The **Company** shall have no obligation to collateralize or furnish any bond.

Claim Expenses do not include salaries of the **Company's** personnel.
- F. **Company** means the entity issuing this Policy as listed on the Declarations Page.

- G. **Contracting Entity** means an entity, organization or agency listed in the application on file with the **Company** for this **Policy Period** which is party to a written contract with the **Named Insured** for the performance of **Professional Services**.
- H. **Cyber Attack** means the unauthorized transmission of false or fraudulent data with the intent to destroy, damage, modify, disseminate or delete personal employee information maintained by the **Insured** on a computer or portable electronic device for the purposes of providing **Professional Services**.
- I. **Damages** means a compensatory monetary judgment, award or settlement which an **Insured** is legally obligated to pay for any **Claim** to which this Policy applies. **Damages** does not include:
 - 1. punitive or exemplary **Damages**, sanctions, fines or penalties assessed against any **Insured** or the multiplied portion of a multiplied damage award;
 - 2. fees, expenses or other consideration paid or owed an **Insured**; or
 - 3. amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- J. **Discrimination** means the unlawful treatment of any person based on their race, color, religion, age, sex, sexual orientation or preference, marital status, pregnancy national origin, or any physical or mental impairment that substantially limits one or more of a person's major life activities. Physical or mental impairment does not include an impairment that is the result of the use of alcohol or illegal drugs.
- K. **Disciplinary Proceeding** means any proceeding brought against the **Insured** by a State or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **Professional Services**.
- L. **Extended Reporting Period**, means the period of time after the end of the **Policy Period** for reporting a **Claim** that is first made against the **Insured** arising from an **Occurrence** or **Wrongful Act** that fully occurred after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- M. **Grounding** means, whenever used in this Policy, the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Product.
- N. **Hazardous Properties** include radioactive, toxic or explosive properties.
- O. **Insured** means any person or organization qualifying as an **Insured** in Section II. Who is Insured of this Policy. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, subject to the **Company's** Limit of Liability.
- P. **Named Insured** means the individual or entity designated in Item 1 of the Declarations.
- Q. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
 - 1. source material;
 - 2. special **Nuclear Material**; or
 - 3. by-product material.
- R. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Personal Injury** or **Property Damage** sustained after the **Retroactive Date** stated in Item 4 of the Declarations.

- S. **Personal Injury** means injury, including consequential **Bodily Injury** arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of private occupancy, or malicious prosecution or humiliation, except when maliciously inflicted by, at the direction of, or with the consent or acquiescence of the **Insured**;
 2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of and with such **Insured's** knowledge of the falsity thereof; or
 3. injury occurring in the course of the **Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- T. **Physical or Sexual Abuse** means:
1. physical assault, abuse, molestation, or intentional neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
 2. sexual assault, abuse, molestation or licentious, immoral, amoral or other behavior which was threatened, intended to lead to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.
- U. **Policy Period** means the period of time stated in Item 2 of the Declarations as **Policy Period**, or, if the Policy is terminated before the end of that period, then the period of time beginning with the effective date of this Policy as stated in the Declarations and ending with such earlier termination date.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Professional Services** means consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care incidental to the services performed by the **Insured** in their capacity as an Emergency Medical Services Medical Director pursuant to an agreement with a **Contracting Entity** for a fee, remuneration or other consideration.
- X. **Property Damage** means physical injury to or destruction of tangible property, including consequential loss of use thereof, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence**.
- Y. **Related Wrongful Acts** means **Wrongful Acts** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- Z. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- AA. **Sexual Harassment** means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
 2. submission to, and rejection of, such conduct is used as the basis for employment decisions affecting such individual; or

3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- BB. **Suit** means a civil proceeding in which **Damages** because of injury to which this Policy applies are alleged. **Suit** includes an **Alternative Dispute Resolution** proceeding in which such **Damages** are claimed and to which an **Insured** submits with the **Company's** written consent.
- CC. **Wrongful Act** means:
1. any actual or alleged act, error or omission committed by the **Insured** in the performance of, or failure to perform, **Professional Services**;
 2. any actual or alleged act, error, omission, neglect or breach of duty committed by the **Insured** in the performance of or failure to perform **Professional Services** while off duty, provided such services are within the scope of the **Insured's** duties as an Emergency Medical Services Medical Director as prescribed by State Law or Licensing/Certifying authorities;
 3. any actual or alleged wrongful termination committed by the **Insured**, whether actual or constructive, of an employee of a **Contracting Entity**; but only in the performance of **Professional Services**;
 4. any actual or alleged **Discrimination** committed by the **Insured**; but only in the performance of **Professional Services**;
 5. any actual or alleged **Sexual Harassment** of an employee of a **Contracting Entity** committed by the **Insured**; but only in the performance of **Professional Services**;
 6. any actual or alleged **Personal Injury** committed by the **Insured** in the performance of **Professional Services**;
 7. any actual or alleged retaliatory treatment committed by the **Insured** against an employee of a **Contracting Entity** as a result of such employee's exercise of rights under the law, but only in the performance of **Professional Services**;
 8. any actual or alleged breach of privacy of an employee of a **Contracting Entity** resulting from the theft of personal data maintained electronically by the **Named Insured** for the purposes of performing **Professional Services**; or
 9. any actual or alleged liability of the **Insured** for libel or slander of an employee of a **Contracting Entity** resulting from a **Cyber Attack**.

VII. LIMIT OF LIABILITY

A. Emergency Medical Services Medical Directors Error and Omissions Coverage – Each Claim Limit

The Limit of Liability stated in Item 3 A of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of each **Claim** arising from any **Wrongful Act** in the rendering or failure to render **Professional Services** by the **Insured**.

B. Emergency Medical Services Medical Directors General Liability Coverage – Each Occurrence

The Limit of Liability stated in Item 3 B of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** for each **Claim** arising from any **Occurrence** to which this Policy applies.

C. Policy Aggregate

The Limit of Liability stated in Item 3 C of the Declarations is the total limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** covered by this Policy.

D. Multiple Insureds, Claims and Claimants

The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of **Suits** by more than one person or organization shall not operate to increase the **Company's** Limit of Liability.

E. Related Claims

All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:

1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** was first made; or
2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

With respect to Coverage B, two or more **Claims** arising out of a single **Occurrence** shall be treated as a single **Claim**, regardless of when such **Claims** are made. All such **Claims**, shall be considered first made on the date on which the earliest **Claim** arising out of such **Occurrence** was first made against the **Insured**, and all such **Claims** shall be subject to the same Limit of Liability.

F. Other Insurance

If any **Insured** is afforded coverage for a **Claim** under two or more policies of professional or general liability insurance issued by the **Company**, the **Company** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the Limit of Liability of this Policy bear to the total limits of all applicable insurance policies, and the **Company's** total liability as to such **Claim** shall not exceed the Limit of Liability of the policy which has the highest applicable Limit of Liability.

VIII. EXTENDED REPORTING PERIOD

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Limits of Liability of the **Company** for the **Policy Period**.

The right to an **Extended Reporting Period** shall not be available to the **Insured**: where cancellation or non-renewal by the **Company** is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability, or the **Insured's** license to practice his or her profession has been revoked, suspended or surrendered at the request of any disciplinary or regulatory authority for reasons other than the **Insured** becoming totally and permanently disabled.

All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the **Company** through the entity named in the Policyholder Notice attached to this Policy.

At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned, and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Company** will not be liable to return any premium paid for the **Extended Reporting Period**.

A. Automatic Extended Reporting Period

In case of cancellation or non-renewal of this Policy by the **Named Insured** or the **Company** for any reason (except for non-payment of premium), an automatic sixty (60) day **Extended Reporting Period** effective at the termination of this Policy will be provided by the **Company** at no additional cost, unless this Policy is replaced with the same or similar insurance issued by the **Company** or any other **Company**, whether or not the limits are identical to those provided under this Policy.

B. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Company**, the **Named Insured** shall have the right, upon payment of the premium set forth below, to purchase an **Extended Reporting Period**.

In order for the **Named Insured** to exercise this option, the payment of the premium for the **Extended Reporting Period** must be paid to **Company**, in full, within sixty (60) days of the non-renewal or cancellation. The Extended Reporting Period Endorsement is subject to the following additional premium:

1. 100% of the full annual premium for this Policy for a twelve (12) month period;
2. 150% of the full annual premium for this Policy for a twenty-four (24) month period;
3. 185% of the full annual premium for this Policy for a thirty-six (36) month period;
4. 210% of the full annual premium for this Policy for a forty-eight (48) month period; or
5. 225% of the full annual premium for this Policy for a sixty (60) month period.

C. Death or Disability of the Insured

If the **Named Insured** designated in Item 1 of the Declarations is an individual, the **Named Insured** shall have the right, to elect an **Extended Reporting Period** without additional charge for an unlimited period of time following the effective date of cancellation or non-renewal of the Policy, provided that:

1. such cancellation or non-renewal results from the **Insured's** death or disability during the **Policy Period**;
2. the **Insured** is totally and permanently disabled for a minimum of six (6) months prior to the election of this option;
3. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability;
4. all premiums and any Deductible due the **Company** have been paid in full; and
5. written notice of this election is received by the **Company** or its authorized agent, from the **Insured** or the **Insured's** legal representative within sixty (60) days after the effective date of such cancellation or non-renewal.

D. Retirement

If the **Named Insured** designated in Item 1 of the Declarations is an individual, and such **Named Insured** retires from the practice of **Professional Services** during the **Policy Period** and has been **Insured** by an Emergency Medical Services Medical Directors Professional Liability and General Liability policy issued by the **Company** for five (5) consecutive years, the **Company** will provide the **Insured** an **Extended Reporting Period** of unlimited duration without additional charge.

The **Insured** will be deemed to have retired from **Professional Services** if, and only if, the **Insured** has ceased providing **Professional Services**. The rendering of consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care; performed by the **Named Insured** for others, either in an emergency situation requiring immediate intervention or occasionally on a voluntary or charitable basis will not terminate the **Extended Reporting Period** if the **Insured** does not receive compensation for such services, other than compensation for the reimbursement of expenses incurred in rendering such services.

IX. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

X. DUTY TO PROVIDE NOTICE

It is a condition precedent to coverage under this Policy that all **Claims** be reported to the **Company** in compliance with this section of the policy.

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process received by them or their representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Claim** or **Occurrence**, the **Insured** must give written notice to the **Company** during the **Policy Period**, as soon as practicable, but in no event later than 90 days after the expiration of the **Policy Period**
- C. If during the **Policy Period** the **Insured** first becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured**, the **Insured** may give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of this **Policy**), of:
 - 1. the specific **Wrongful Act** or **Occurrence**; and
 - 2. the injury or damage which may result or has resulted from the **Wrongful Act** or **Occurrence**; and
 - 3. how the **Insured** first became aware of the **Wrongful Act** or **Occurrence**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the **Company**.
- C. A **Claim** shall be considered to be reported to the **Company** when notice of the **Claim** is first received by **Company**.
- D. In the event of non-renewal of this Policy by the **Company**, the **Insured** shall have sixty (60) days from the expiration date of the **Policy Period** to notify the **Company** of **Claims** made against the **Insured** during the **Policy Period** which arise out of any **Wrongful Act** or **Occurrence** which took place prior to the termination date of the **Policy Period** and otherwise covered by this Policy.
- E. If any **Insured** makes a **Claim** under this Policy knowing such **Claim** is false or fraudulent, this Policy shall be rendered null and void.

XI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the **Company** in all investigations, including investigations regarding the application and coverage under this Policy and, upon the **Company's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of a **Wrongful Act** or **Occurrence**, with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the **Company**.

XII. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of their obligations hereunder.

XIII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the payment of **Damages** by the **Company** to prejudice such rights.

Any sums recovered through subrogation shall be apportioned as follows:

1. first, to repayment of the **Company's** expenses incurred toward subrogation;
2. second, to **Damages** and **Claim Expenses** paid by the **Company**;
3. third, to **Damages** and **Claim Expenses** paid by the **Insured** in excess of any Deductible;
4. fourth, to **Damages** and **Claim Expenses** paid by any excess or other insurer on behalf of the **Insured**; and
5. last, to repayment of any Deductible.

XIV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the **Company**.

XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

XVI. NONRENEWAL

Any notice of non-renewal will be mailed to the **Named Insured** by first class, registered or certified mail at the last mailing address known to the **Company** at least sixty (60) days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

XVII. DECLARATIONS AND APPLICATIONS

By acceptance of this Policy, all **Insureds** agree that the statements in the Declarations and all applications are their agreements and representations, and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this Policy.

XVIII. CANCELLATION

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in Item 1 of the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Named Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Company** by mailing written notice of cancellation to the "**Named Insured**" at the address stated in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy, earned premium shall be computed in accordance with the short rate table and procedure. If the **Company** cancels this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XIX. CONFORMITY TO STATUTE

Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this Policy shall be deemed amended to conform to such law or laws.

XX. LIBERALIZATION

If the **Company** adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy.

XXI. BANKRUPTCY OR INSOLVENCY OF INSURED

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under this Policy.

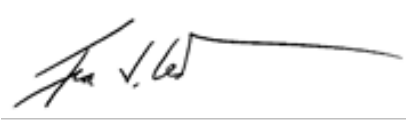
XXII. ENTIRE CONTRACT

By acceptance of this Policy the **Insureds** agrees that the statements in the Declarations and application are the **Insureds'** agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insureds** and the **Company** relating to this Policy.

In witness whereof, the **Company** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Company**.



President and Chief Executive Officer



Secretary



CAPITAL CONTRACT SUMMARY SHEET

C#5477

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: 311 Call Center- Interior Painting

CAPITAL PROJECT #: C0892 (20002000-48010)

CONTRACT AMOUNT: \$21,500.00 DATE OF
RECEIPT: 8/28/2025

ARCHITECTURAL ENGINEERING PROJECT #: MX-014a-25

PROJECT DESCRIPTION: Drywall and ceiling repairs including painting of the interior.

VENDOR NAME: Marion's Painting Contractors, LLC

VENDOR NUMBER: 289747

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: 08/27/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Cory Penn, Councilmember

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Drywall and ceiling repairs including painting of the interior.

Amount of Contract:

\$21,500.00

Funding Source

C0892 2900 DAUPHIN ST RENO & MISC REPAIRS (20002000-48010)

ATTACHMENTS:

1. 08-26-2025_MX-014a-25_Marion_Conpack

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

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: Marion's Painting Contractors, LLC

Project Name: 2900 DAUPHIN ST RENO & MISC
REPAIRS 311 Call Center- Interior
Painting

Project Number: MX-014a-25

Amount: \$21,500.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2900 DAUPHIN ST RENO & MISC REPAIRS 311 Call Center- Interior Painting

CAPITAL PROJECT #: C0892 (20002000-48010)

CONTRACT AMOUNT: \$21,500.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-014a-25

PROJECT DESCRIPTION: Drywall and ceiling repairs including painting of the interior.

VENDOR NAME: Marion's Painting Contractors, LLC

VENDOR NUMBER: 289747

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: 08/27/2025



**CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner: **CITY OF MOBILE**
 205 Government Street
 P O Box 1827
 Mobile, Alabama 36633

And the Contractor: Marion's Painting Contractors, L.L.C.
 1931 Wolf Ridge Road
 Mobile, AL 36618

City Business License No.: 70668
Secretary of State No.: 000-438-720

For the following Project: 311 Call Center - Interior Painting
 2900 DAUPHIN STREET
 Mobile, Alabama 36606
 Project Number: MX-014a-25

**CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR**



THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Marion's Painting Contractors, L.L.C., hereinafter referred to as "Contractor."

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

- A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.
- B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.
- C. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. **Commencement & Duration:** This Contract shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all

obligations under this Contract or (ii) Thirty (30) days from the Notice to Proceed, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:
 - 1. Total Contract Value: \$21,500.00
 - 2. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
 - 3. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.
- B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Twenty One Thousand Five Hundred and 00/100 Dollars (\$21,500.00) which includes a Contingency Allowance of Two Thousand and 00/100 (\$2,000.00) for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.
- C. 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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.
- D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work. No contingency shall be used without written change order signed by City.
- E. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.
- F. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- G. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- C. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.
- D. 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:
 - 1. 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.
 - 2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Department Head of the Architectural Engineering Department requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and

attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and 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.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. 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.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – 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 (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.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

- A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.
- B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Marion's Painting Contractors, L.L.C. has completed the contract for 311 Call Center - Interior Painting, 2900 DAUPHIN STREET, MX-014a-25, in Mobile, Alabama. All persons having any claim 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, AL 36633-1827.

X. LIQUIDATED DAMAGES

- A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$250 per day for Substantial Completion; \$125 per day for Final Completion. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance

is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract. 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.
- H. BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and 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 waste water with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

- A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure

any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
 - 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Marion's Painting Contractors, L.L.C.
1931 Wolf Ridge Road
Mobile, AL 36618

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any

damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXI. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCRIMINATION

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

XXV. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. CONTRACT DOCUMENTS

- A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit “A” Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of 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. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.
- B. The following documents are incorporated by reference and made part of this Contract:
1. Scope of Work (attached hereto as Exhibit A);
 2. Certificate of Liability Insurance (attached hereto as Exhibit B);
 3. Sample E-Verify MOU for Employers (attached hereto as Exhibit C); and
 4. City of Mobile: Office of Supplier Diversity – Subcontractor and Major Supplier Plan (attached hereto as Exhibit D).

XXVII. MISCELLANEOUS

- A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- B. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

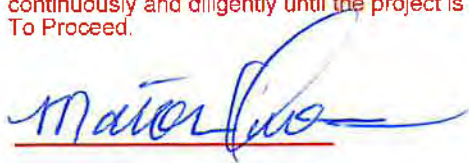
- E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- O. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- T. 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.
- U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

PROJECT SCHEDULE:

Marion's Painting will mobilize and begin work within 5 days of Notice To Proceed as specified. Also, We will work continuously and diligently until the project is completed and turned over to the owners/users within 30 Days of Notice To Proceed.

A handwritten signature in blue ink, appearing to read "Marion's Painting", is written over a red horizontal line.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Marion's Painting Contractors, L.L.C.

Marion Timmons

By: Marion Timmons, Owner

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Marion Timmons, whose name as Owner of Marion's Painting Contractors, L.L.C. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 8th day of August, 2025



Twalla Burpo-Jackson
Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

EXHIBIT A
SCOPE OF WORK

~~Special Events Office~~ (311 Call Center)

Interior Painting

Project #MX-014a-25

The work of this contract consists of painting the interior of the facility per the specifications included in this project manual.

END OF SCOPE OF WORK



City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at <https://cityofmobile.sharepoint.com/sites/COMPortal>.

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver.

Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# MX-014a-25 Current Date 7 / 25 / 25

Project Description Special Events Office (311 Call Center) – Interior Painting

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The project will be approximately \$20,000, contractor will provide single trade professional services and will not be using any sub-consultants

for the work.

Shannon McIntyre

Requested By (Department Director)

Architectural Engineering Director

(Signature)

(Title)

(Date)

Telephone Number

Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Small Bis. Dev. Manager

(Signature)

(Title)

(Date)

Approved By (CAO)



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” Effort: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

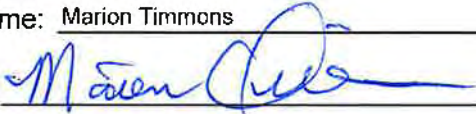
Section I. Information about your company

Company	Marion's Painting Contractors, LLC
Address	1931 Wolf Ridge Road Mobile, AL 36618
Telephone	251-605-8976
E-Mail	mctimmons4@gmail.com

RFP/RFQ Solicitation Number	MX-014a-25
Project Description	311 Call Center Interior Painting
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male <u>4</u> Female <u>1</u> Minority <u>5</u> Non-minority <u>SDVO</u> Total number of Employees <u>5</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Marion Timmons

Signature:  Date: 8/8/2025

Title: Owner

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: Marion Timmons Title: Owner

Email: mctimmons4@gmail.com Phone: 251-6058976



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Marion's Painting Contractors, LLC Your Bid/Proposal Amount \$ 21,500.00 Date: 8/8/2025
Description Interior Painting, 311 Call center Name of Bidder/Proposer: Marion Timmons

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
N/A						



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Marion's Painting Contractors, LLC

Contact Person: Marion Timmons Phone: 251-605-8976 Email: mctimmons4@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (Y)	NO (N)	Did you do these suggested areas for DBE recruitment and engagement
	✓	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

☒ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements. We are 100% DBE and additionally, the small size and scope of the project does not lend itself to Subcontracting. On future larger projects we are certainly willing to subcontract.

☐ Could not find sufficient DBEs to provide subcontracting or supplier services.

☐ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Marion's Painting Contractors, Inc.

**has been certified by the *Alabama State Port Authority*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register**

Certification Number: 04-00284

Issuance Date: April 28, 2025

Annual Affidavit Due Date: May 30, 2026

A blue ink signature of Douglas C. Otto, Jr., P.E.

**Douglas C. Otto, Jr., P.E.
Vice President, Engineering**



Company ID Number: 536383

Approved by:

Employer Marions Painting Contractors LLC	
Name (Please Type or Print) Marion Timmons	Title
Signature Electronically Signed	Date 04/03/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/06/2012



Company ID Number: 536383

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Marions Painting Contractors LLC
Company Facility Address	1931 Wolf Ridge Road Mobile, AL 36618
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	593828374
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Alabama Secretary of State



Marion's Painting Contractors, L.L.C.	
Entity ID Number	000-438-720
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/28/2009
Registered Agent Name	TIMMONS, MARION
Registered Office Street Address	1931 WOLF RIDGE RD MOBILE, AL 36618
Registered Office Mailing Address	Not Provided
Nature of Business	RESIDENTIAL/COMMERCIAL PAINTING
Members	
Member Name	TIMMONS, MARION
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2012 2016 2017 2018 2019
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/28/2009 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2025

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 Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	CONTACT NAME: PHONE (A/C, No, Ext): 251-660-0076 FAX (A/C, No): 251-660-1594 E-MAIL ADDRESS:														
INSURED MARIONS PAINTING CONTRACTORS LLC 1931 WOLFRIDGE RD MOBILE, AL 36618	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: CRC/Evanston Ins Co</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER B: NATIONAL GENERAL INS CO</td> <td style="text-align: center;">22780</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D: CCRC/Evanston Ins Co</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CRC/Evanston Ins Co	35378	INSURER B: NATIONAL GENERAL INS CO	22780	INSURER C:		INSURER D: CCRC/Evanston Ins Co	35378	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: CRC/Evanston Ins Co	35378														
INSURER B: NATIONAL GENERAL INS CO	22780														
INSURER C:															
INSURER D: CCRC/Evanston Ins Co	35378														
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	GENERAL LIABILITY			3AA872455	03/03/25	03/03/26	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	☐ CLAIMS-MADE ☒ OCCUR	X	X				MED EXP (Any one person)	\$ 5,000	
	☒ Contractual Liability						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	
								\$	
B	AUTOMOBILE LIABILITY			2018638009	05/11/25	05/11/26	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	X				X	BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$	
D	UMBRELLA LIAB			EZXS3192375	03/06/25	03/03/26	EACH OCCURRENCE	\$ 2,000,000	
	☒ EXCESS LIAB	☐ CLAIMS-MADE	X				X	AGGREGATE	\$ 2,000,000
	DED ☐ RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$	
	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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Mobile is included as additional insured with respect to general liability automobile liability and umbrella liability all policies shall be primary and non contributory with any other insurance in force or which may be purchased by additional insured wavier of subrogation applies to the City of Mobile with respect to general liability automobile liability and umbrella liability 30 day notice of cancellation or material change will be will apply except 10 day notice for non payment Project MX0-014A-25 311 Call Center Interior painting 2900 Dauphin St Mobile Alabama 36606

CERTIFICATE HOLDER**CANCELLATION**

City Of Mobile P O Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Richard F Thompson Sr.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2025

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Marions Painting Contractors L 1931 Wolf Ridge Rd Mobile AL 36618		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Preferred Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10346

COVERAGES**CERTIFICATE NUMBER:** 4480016**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	N/A N	EIG560389901	05/23/2025	05/23/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Service contract - various city of Mobile facilities - interior and exterior painting, drywall, repair services.
Various city of mobile facilities

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Jacob Laurence, Operations Manager

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

5 yr contract renewable for 1 addl 5 yr period with Port City Transit, LLC, for transit management services to operate the City of Mobile transit system.

Amount of Contract:

NTE \$12.1M per year

Funding Source

General fund and grant funding as received by City

ATTACHMENTS:

1. 2025 Via Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: September 2, 2025
Date

Item No. _____

Submitted by: Transit
Department

Joe Snowden
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Joe Snowden
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Port City Transit, LLC

PURPOSE & SCOPE OF PROJECT:

5 yr contract renewable for 1 addl 5 yr period with Port City Transit, LLC, for transit management
services to operate the City of Mobile transit system.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$12.1M per year.

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed Request for Proposals

How many bidders received bid packages (if applicable): 2+internet

How many bidders submitted bids (if applicable): 4

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 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 agreement, by and between the City of Mobile and Port City Transit, LLC, for five years, renewable for one additional five-year period without further City Council approval, in a total amount not to exceed \$12,100,000.00 per year, as appropriated funds are available, and to make application for, receive, and expend any such grant or other funds in furtherance of this purposes of this agreement, for services to operate the City of Mobile transit system, as outlined in the agreement 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



**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND SERVICE PROVIDER
FOR A NOT-TO-EXCEED SUM (HEREINAFTER “AGREEMENT”)**

This Agreement made and entered into this _____.

BETWEEN the OWNER (: or “City”)

CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the SERVICE PROVIDER:

Port City Transit, LLC
114 5th Avenue, Floor 16
New York, NY 10011

City of Mobile Business License No.: 135000

Secretary of State Registration No.: 000-206-733

For the following:

Transit Provider Services
Mobile, Alabama

In Reference to RFP Number: 5963

The OWNER and SERVICE PROVIDER agree as set forth below:

1.1 ENGAGEMENT

1.11 The OWNER hereby engages **Port City Transit, LLC** (the “SERVICE PROVIDER”) as an independent contractor to provide full and comprehensive “turnkey” management, operations, maintenance, logistics, marketing and promotion, innovation planning and implementation, and the provision and integration of end-to-end technology platforms for the Mobile Transit System, together with an integrated ride-share program, encompassing fixed-route, paratransit, and microtransit services within the corporate limits of, and all annexed areas to, the City of Mobile, in accordance with this Agreement and Exhibit A. The Request for Proposals (RFP) dated June 20, 2025, and (with addenda) is incorporated by reference for descriptive/background purposes only; in the event of conflict, this Agreement controls.

1.2 DESIRED RESULT

1.2.1 Establish a long-term engagement with the SERVICE PROVIDER that: (a) optimizes the management and operation of the Mobile Transit System; (b) plans and implements service and technology innovations that increase ridership and improve service quality; (c) delivers services at competitive, fair, and reasonable pricing within the City’s, pre-approved annual budget; and (d) provides ongoing technical support to City staff and elected officials to ensure a compliant, accessible, and inclusive transit.

1.3 SCOPE OF SERVICES

1.3.1 Scope and Compensation. The SERVICE PROVIDER's services are those set forth in this Agreement, Exhibit A and Exhibit B, and further described in the SERVICE PROVIDER's Proposal dated July 25, 2025, which is incorporated for descriptive purposes only. As consideration, and subject to annual City of Mobile appropriation, the OWNER shall pay the SERVICE PROVIDER an annual not-to-exceed amount of Eight Million and 00/100 Dollars (\$8,000,000.00). Additionally, subject to annual Federal Transit Administration appropriation awarded to the City of Mobile, the OWNER shall pay the SERVICE PROVIDER an annual not-to-exceed amount of approximately Four Million One Hundred Thousand and 00/100 Dollars (\$4,100,000.00) (the combined totals constituting the "Annual NTE"). The Annual NTE includes the Monthly Fee; which includes Operating Expenses as defined in §6.1. The SERVICE PROVIDER shall not invoice costs in excess of the Annual NTE without the OWNER's prior written approval. In the event of any conflict among the Proposal, this Agreement, and the RFP (including addenda), this Agreement controls.

1.3.2 The SERVICE PROVIDER's services are as set forth in Exhibit A (Scope of Services). The Fee Proposal dated July 25, 2025 is incorporated solely to establish fees, rates, and payment terms and has been included as a part of the contract document as Exhibit B. In the event of any conflict between the Fee Proposal and this Agreement (including Exhibit A and the RFP with addenda), this Agreement controls.

1.3.3 The Operations Support; Planning and Reporting. The SERVICE PROVIDER shall provide those transit services reasonably required to assist the OWNER in the efficient operation of the Mobile Transit System. At no additional cost, the SERVICE PROVIDER shall furnish periodic written reports (at least monthly) and data-driven recommendations concerning service extensions, route planning, service policies, and fare structures, with the objective of increasing ridership and reducing cost per passenger to the maximum extent feasible and within the OWNER's approved budget. All services and recommendations shall conform to the policies, standards, and procedures established by the OWNER and to all applicable Federal, State, and local laws and regulations (including Title VI, ADA, and FTA requirements). The OWNER retains sole authority to approve or implement any service or fare changes.

1.3.4 The SERVICE PROVIDER represents and warrants that it is duly organized, qualified to do business in Alabama, and properly licensed to perform the services required by this Agreement, and it shall obtain and maintain all required registrations, permits, and approvals throughout the Term. If services are performed through a local operator entity, the SERVICE PROVIDER shall ensure such entity is an appropriately licensed entity formed prior to Notice to Proceed and contractually bound to this Agreement; the SERVICE PROVIDER remains fully responsible for the acts and omissions of any such entity.

1.3.5 THE OPERATING BUDGET; CAPITAL PLANNING; FUNDING CONTINGENCIES

(a) Annual Operating Budget. On or before the deadline established in the City's budget calendar, the SERVICE PROVIDER shall submit a detailed, line-item annual operating budget (the "Annual Operating Budget") for the Mobile Transit System for the upcoming fiscal year, including service levels (fixed-route, paratransit, and microtransit), labor and fringe, fuel and energy assumptions, insurance, maintenance, parts, technology/platform costs, and other anticipated Operating Expenses. The operating budget is subject to the OWNER's written approval and costs invoiced to the OWNER may not be exceeded without a written amendment.

(b) Capital Recommendations. Together with the operating budget, the SERVICE PROVIDER shall submit recommendations and plans for capital improvements, capital fleet, capital equipment, and heavy equipment, identifying estimated costs, proposed funding sources (including any Federal/State

grants), and implementation timelines (the “Capital Recommendations”). The OWNER retains sole discretion over all capital decisions, procurements, and improvements. Capital Fleet Improvements include a material improvement per §2.1(D) in this Agreement and in excess of \$20,000. Unplanned repairs shall be addressed on a case-by-case basis and subject to availability and appropriation of funds.

(c) Annual Funding/NTE. The OWNER’s payment obligation is limited to a Not-to-Exceed annual allocation of Eight Million and 00/100 Dollars (\$8,000,000.00), subject to annual appropriation (the “Annual NTE”). The City may seek up to approximately Four Million, One Hundred Thousand and 00/100 Dollars (\$4,100,000.00) in Federal Transit Administration funding (e.g., Urbanized Area Formula Program, 49 U.S.C. § 5307) or other grants in escalating amounts applicable to the City of Mobile’s eligibility; the SERVICE PROVIDER shall assist the City in preparing supporting materials as requested, but the City is the applicant/grantee. If any such grant funding is not awarded or is awarded in a lesser amount for a term year, the Annual NTE will be reduced dollar-for-dollar to the level of funds actually appropriated and awarded, and service levels will be adjusted accordingly. The OWNER has no obligation to backfill any shortfall absent a signed amendment.

(d) Non-Appropriation; Notices; Reforecast. The OWNER shall promptly notify the SERVICE PROVIDER if the necessary appropriation is not made. The SERVICE PROVIDER reserves the right and has an obligation to adjust services to a level that coincides with the total funding amount for any fiscal year. The SERVICE PROVIDER shall promptly notify the OWNER (and in any event within five (5) business days) if projected expenses indicate a variance that would exceed the approved budget or Annual NTE and shall provide a written mitigation plan or reforecast for OWNER approval prior to implementing said adjustments to the system. The SERVICE PROVIDER shall not invoice costs in excess of the approved budget or Annual NTE without the OWNER’s prior written approval. Any adjustments to the system affecting services to the public shall be communicated to the public by and through the SERVICE PROVIDER.

1.3.6 ADDITIONAL SERVICES; PRIOR WRITTEN AUTHORIZATION REQUIRED

(a) If the SERVICE PROVIDER believes services are needed that are outside the Scope of Services or materially beyond the approved annual budget or service levels, it shall promptly provide the OWNER written notice describing the circumstances and the specific Additional Services proposed.

(b) The notice shall include a detailed proposal stating the scope, deliverables, schedule, staffing, unit rates, and a not-to-exceed price and identifying the funding source.

(c) No Additional Services may commence and no related costs shall be incurred unless and until the OWNER issues a written contract amendment or change order authorizing the work and funding. Costs incurred prior to written authorization are at the SERVICE PROVIDER’s sole risk.

(d) In a bona fide operational emergency, the OWNER’s designated representative may issue email authorization to proceed up to a stated not-to-exceed amount; the parties shall execute a formal amendment within ten (10) business days.

1.3.7 CITY-REQUESTED SUPPLEMENTAL SERVICES (NON-SPECIAL PROJECTS)

(a) From time to time, the OWNER may request services that are outside the current Scope of Services but are not designated as “Special Projects” under §1.3.8. Within ten (10) business days of such request, the SERVICE PROVIDER shall submit a written proposal describing scope, deliverables, schedule, staffing, and a not-to-exceed price based on the agreed rate schedule (with any new rates subject to OWNER approval).

(b) No supplemental services may commence—and no related costs shall be incurred—unless and until the OWNER issues a mutually-agreed written contract amendment or change order authorizing

the work and funding. Costs incurred prior to written authorization are at the SERVICE PROVIDER's sole risk.

(c) Reimbursables (if any) must be pre-approved in writing, billed at actual, reasonable, and necessary costs, and comply with the City's travel and procurement policies; no mark-ups or overheads apply unless expressly approved in the amendment.

(d) If the parties cannot agree on scope, pricing, or schedule within twenty (20) business days after the OWNER's request (or such other period the OWNER specifies in writing), the OWNER may, without penalty, procure such services from others. The SERVICE PROVIDER shall cooperate and coordinate with any third party engaged by the OWNER.

(e) Nothing herein obligates the SERVICE PROVIDER to perform supplemental services absent a mutually executed amendment, nor obligates the OWNER to issue such an amendment. All supplemental services remain subject to annual appropriation and the Agreement's not-to-exceed limitations.

1.3.8 SPECIAL PROJECTS (SEPARATE TASK ORDERS)

(a) From time to time, the OWNER may request discrete services outside the day-to-day management and operations (each, a "Special Project"), which may include, without limitation, Bus Line Inspections (BLI), Comprehensive Operational Analyses (COA) beyond the contracted multimodal integration, Transit Development Programs (TDP), Management Information System (MIS) projects, Operator monitoring services, and other defined initiatives.

(b) Each Special Project shall be authorized only by a written Task Order or separate contract executed by the OWNER and the SERVICE PROVIDER, which will specify the scope, deliverables, acceptance criteria, schedule/milestones, staffing/subcontractors, reporting plan, and pricing (fixed price or time-and-materials with a not-to-exceed amount) and identify the funding source.

(c) No Special Project work shall commence—and no related costs shall be incurred—unless and until the applicable Task Order or contract is fully executed. Special Projects are subject to annual appropriation and do not increase the Annual NTE for operations unless expressly stated in the Task Order.

(d) Work Product and Data. Unless otherwise agreed in the Special Project Task Order, all data, reports, specifications, drawings, software configurations specifically created for a Special Project (excluding the SERVICE PROVIDER's pre-existing IP and tools) shall be the property of the OWNER; the SERVICE PROVIDER grants the OWNER a perpetual, royalty-free license to use any pre-existing IP embedded therein to the extent necessary to use the work product.

(e) Compliance. If Federal or State funds are used, the SERVICE PROVIDER shall comply with all applicable requirements (including 2 CFR Part 200 and FTA flow-downs) and shall impose the same on all tiers of subcontractors.

(f) Reimbursables. Reimbursable expenses, if any, must be pre-approved in writing, billed at actual, reasonable, and necessary cost in accordance with City policy, with no mark-ups unless expressly authorized in the Task Order.

(g) The OWNER may, at its discretion, procure any Special Project from others; the SERVICE PROVIDER shall cooperate and coordinate with any third party engaged by the OWNER. SERVICE PROVIDER shall not be held responsible for any failures or delays caused by OWNER's failure to cooperate or for any inaccurate information provided by or on behalf of the OWNER.

2.1 DEFINITIONS. For purposes of this Agreement, the following terms have the meanings set forth below:

A. Agreement: This instrument (including all Exhibits), the RFP and any addenda, and the SERVICE PROVIDER's Proposal (incorporated for descriptive purposes only), together with other documents enumerated in §7.1. In the event of conflict, the order of precedence is as stated in §7.1.

B. Capital Equipment: Furniture, fixtures, machinery, technology, and equipment—whether new or replacement—used in the operation, maintenance, and management of the City of Mobile transit system. Capital Equipment excludes Capital Fleet.

C. Capital Fleet: Any vehicle or Heavy Equipment used for the operation and management of the City of Mobile transit system, including fixed-route buses, paratransit vehicles, microtransit vehicles, support/service vehicles, and non-revenue vehicles.

D. Capital Fleet Improvement. “Capital Fleet Improvement” means a planned, Owner-approved and appropriated project for a City-owned fleet vehicle (or its major component) that materially extends useful life, increases capacity, or significantly upgrades performance, safety, or regulatory compliance beyond the original specification. Capital Fleet Improvements include, by way of example, mid-life overhauls; major component replacements (e.g., engine, transmission/drive unit, high-voltage battery, braking system, HVAC); structural rebuilds; and technology system upgrades (e.g., fare collection, AVL/MDT) that increases capability and is in excess of \$20,000. A Capital Fleet Improvement must be identified in the City's capital program/budget and authorized in writing by the Owner before work begins.

Exclusions. Capital Fleet Improvements do not include routine or preventive maintenance; wear-item replacements (tires, pads, filters, belts, fluids); corrective repairs that restore the vehicle to baseline condition; body/cosmetic work that does not extend useful life; software patches that do not materially increase functionality; or **unplanned repairs**, regardless of cost, undertaken without prior capital authorization.

E. Capital Improvement: Any permanent structural change, addition, or alteration to real property, or improvements/replacements to mechanical, electrical, plumbing, fuel, or storage systems at City-owned facilities, with an initial cost of \$5,000.00 or more per project. Routine maintenance and repairs with aggregate cost under \$5,000.00 are not Capital Improvements.

F. Facility: Any structure or real property occupied or used by the SERVICE PROVIDER for performance under this Agreement. Facilities may be City-owned or third-party owned, and may be leased or otherwise provided.

G. Heavy Equipment: Equipment that is permanent or difficult to move, including, without limitation, vehicle lifts, forklifts, cranes, sweepers, compressors, or generators.

H. Hourly Service Fee: The fee paid per Vehicle Revenue Hour for each service mode. Separate Hourly Service Fees shall be assigned for fixed-route, paratransit, and microtransit services which shall be set forth in Exhibit B.

I. Inclusive: Compliant with all applicable Federal, State, and local laws, rules, regulations, ordinances, and codes, including nondiscrimination and accessibility requirements (e.g., Title II, Title VI, Title VII, ADA/Section 504).

J. Intellectual Property Rights (IPR): All intellectual property and related rights, including copyrights, database rights, patents, utility models, designs, trademarks, trade names, domain names, trade secrets, know-how, moral rights, applications, registrations, continuations, reissues, and associated goodwill, whether now known or later developed, worldwide.

K. Integrated: A holistically operating system that combines, to the greatest extent practicable, the existing Mobile Transit System with new services, uniform branding and marketing, and Technology consistent with the RFP, the SERVICE PROVIDER’s Proposal dated July 25, 2025 (to the extent not in conflict with this Agreement), and OWNER-approved modifications.

L. Local Operator Entity (or “Local Operator”): means a corporation or limited liability company that is directly or indirectly wholly owned and controlled by the SERVICE PROVIDER and designated to employ personnel and perform day-to-day operating services under this Agreement on the SERVICE PROVIDER’s behalf. The Local Operator shall have no ownership, lien, or security interest in any City assets or Transit Revenue, and its use of City property is limited to performing the Services. The SERVICE PROVIDER remains fully responsible and liable for all acts and omissions of the Local Operator.

M. Marks: means any name, word, slogan, tagline, symbol, logo, logotype, emblem, icon, design, trade dress, color scheme, or other brand identifier used to identify or distinguish goods or services, together with any trade name, service mark, trademark, domain name or URL, social-media handle, and application/store-listing title or icon, and all translations, transliterations, abbreviations, variations, and derivative works thereof, whether registered or unregistered, including all applications, registrations, renewals, and associated goodwill. *For clarity, typographic treatments and typefaces are included only to the extent designated as brand elements in the Brand Guidelines (Exhibit D).*

M-1. City Marks: the Marks owned or controlled by the City for the Mobile transit system, including **THE WAVE** word and stylized marks and associated brand assets identified in the Brand Guidelines (Exhibit D).

M-2. Service Provider Marks: the Marks owned or controlled by the Service Provider, excluding the City Marks.

M-3. Brand Guidelines: the document titled *City of Mobile — Brand Guidelines (Exhibit D)* — *THE WAVE Transit System*, as updated by the City from time to time under §6.8.4.

N. Mobile Transit System (the “Transit System”): The public transit services provided by the SERVICE PROVIDER, including additions, extensions, and changes thereto, encompassing fixed-route, paratransit, and microtransit services (collectively, “multimodal”), together with all associated assets required for efficient operation.

O. Monthly Fee: The amount invoiced in arrears for the prior month, consisting of the agreed upon fees as set forth in Exhibit B, which shall include all Operating Expenses, all within the then-applicable Annual Not-to-Exceed amount and other limits in §6.1.

P. Operating Expenses: “Operating Expenses” means the reasonable, necessary, and documented costs directly incurred by the SERVICE PROVIDER to operate the Mobile Transit System during the Term, and included in the monthly fee, consisting of the following categories:

1. **Labor Costs** – Wages, salaries, and current fringe/benefit contributions for operating personnel, together with employer payroll taxes and other legally mandated employment contributions.
2. **Facilities and Insurance** – Rent, equipment and vehicle leases, utilities, association dues, ordinary permits/fees, and insurance premiums and deductibles **approved in writing by the OWNER.**

3. **Operations and Maintenance** – Fuel, energy, supplies, routine repairs, replacement parts, and preventive or corrective maintenance necessary to maintain safe and reliable operations.
4. **Other Direct Costs** – Other documented, direct expenses reasonably required for day-to-day operations of the Mobile Transit System, **provided that such expenses are pre-approved in writing by the OWNER.**

Operating Expenses shall **not include** (a) any capital costs or Capital Fleet Improvements, (b) extraordinary legal, regulatory, or settlement costs, (c) penalties, fines, or sanctions imposed by governmental authorities, (d) costs of compliance with foreign access or breach incidents under §6.8.2(m), (e) SERVICE PROVIDER abuse, negligence, willful misconduct, or failure to follow City-approved policies causing damage to City assets (are borne by the SERVICE PROVIDER **regardless of amount** and are **not** reimbursable), or (f) any other cost incurred at the sole discretion of the SERVICE PROVIDER without prior written OWNER approval. All Operating Expenses are incurred at the SERVICE PROVIDER's sole risk.

Q. Safety-Sensitive: In reference to and as defined by 49 C.F.R. Part 655.

R. Technology: Software, systems, platforms, interfaces, equipment, methods, and related support services used to monitor, operate, maintain, and/or manage the Transit Network. (Ownership and licensing, and Transit Data rights, are addressed elsewhere in this Agreement.)

S. Term: The period beginning on the Notice to Proceed (or Effective Date, as applicable) and continuing as provided in §3.1.

T. Transit Network: The Transit System together with all associated Technology used in connection with planning, scheduling, dispatch, communications, fare collection, customer service, safety, maintenance, and reporting.

U. Vehicle Hour: The hours during which a vehicle is staffed by an operator for contracted services, including layover/recovery, but excluding operator training, maintenance testing, administrative time, and deadhead unless otherwise approved in writing.

V. Vehicle Revenue Hour: The hours a vehicle is scheduled to or actually operates in revenue service. Vehicle Revenue Hours include layover/recovery time but exclude operator training, maintenance testing, deadhead, and any other non-revenue use of Capital Fleet.

W. Working Funds: (Mobilization Advance) means a one-time advance in the amount of \$100,000.00, payable by the OWNER to the SERVICE PROVIDER to fund start-up mobilization activities (e.g., local team onboarding, facility set-up, branding, technology implementation and integrations) in accordance with the accepted proposal, dated July 25, 2025. The Working Funds are an advance only, do not increase any annual or contract Not-to-Exceed amounts, and shall be credited against Monthly Fee invoices until fully exhausted.

X. Annual Not-to-Exceed (Annual NTE): The maximum total amount payable by the City for a fiscal year, subject to annual appropriation, as established in §1.3.5 and §6.1.

Y. Transit Data: All data created, collected, processed, stored, or maintained in performing this Agreement—including scheduling, AVL/telemetry, ridership, fares/revenue, safety/incident, maintenance, customer service, call center, mutually agreed to KPI, and performance data—excluding the SERVICE PROVIDER's pre-existing intellectual property. (Ownership, access, security, retention, and export are governed by §6.8 and related provisions.)

3.1 COMMENCEMENT; TERM; RENEWAL; FUNDING CONTINGENCY; TERMINATION

(a) Effective Date; Commencement; Limited Pre-NTP Authorization. Upon full execution, this Agreement shall be deemed effective as of October 1, 2025 (the “Effective Date”). Services (including operational work and billing) shall commence only upon the City’s written Notice to Proceed (“NTP”) issued by the OWNER Representative. A Notice of Intent or Memorandum of Understanding does not authorize performance unless it expressly states that it is a Limited Notice to Proceed (Mobilization) and identifies the specific pre-NTP activities, duration, and compensation. Any work performed before NTP without such written authorization is at the SERVICE PROVIDER’s sole risk and expense. Issuance of NTP is conditioned on the SERVICE PROVIDER’s satisfaction of applicable preconditions (including insurance under §8, required licenses/registrations, and any Local Operator deliverables under §4.1.1). No compensation accrues prior to NTP except as expressly authorized (e.g., Working Funds under §6.1.2 or a Limited NTP”).

(b) Initial Term. The initial term is five (5) years from the Effective Date, unless earlier terminated as provided herein.

(c) Renewal (City Option Only). At the OWNER’s sole option, this Agreement may be extended for one (1) additional five-year term. The OWNER must provide written notice of renewal at least ninety (90) days prior to the expiration of the Initial Term. Upon such notice, the SERVICE PROVIDER shall continue performance under the same terms and conditions, subject to annual appropriation, during renewal term.

(d) Funding Contingency. This Agreement is subject to annual appropriation. If funds are not appropriated for any subsequent fiscal year, the Agreement will terminate at the end of the then-current fiscal year without penalty or further obligation.

(e) Termination for Convenience (City Only). The OWNER may terminate this Agreement, in whole or in part, for convenience upon sixty (60) days’ written notice to the SERVICE PROVIDER. The SERVICE PROVIDER shall not have a reciprocal right to terminate for convenience. Upon termination by the OWNER, the SERVICE PROVIDER shall be paid for conforming services performed through the effective date of termination, but shall not be entitled to lost profits, unabsorbed overhead, or consequential damages.

Extraordinary Cost Adjustment. In the event of a material, unforeseeable, and extraordinary increase in OWNER-approved Operating Expenses during the Term that causes the total cost of providing the service to increase by more than 10% of the annual appropriation for more than Ninety (90) Days, caused solely by external factors outside the SERVICE PROVIDER’s reasonable control (including, without limitation, changes in law, tariffs, or other governmental action), the SERVICE PROVIDER may submit a written request for an equitable adjustment to the Annual Operating Budget. The request must be supported by detailed documentation (drivers, calculations, and offsetting efficiencies). Any approved adjustment will be prospective only, may not exceed appropriated funds, and must be documented in a written amendment executed in compliance with applicable law. The OWNER, in its sole discretion and subject to applicable law, may:

1. Approve the request in whole or in part;
2. Propose an alternative adjustment or temporary relief measure; or
3. Decline the request, in which case the OWNER may exercise its right of termination for convenience under this Section.

Any approved adjustment must be documented in a written amendment executed in compliance with Alabama competitive bid and procurement laws.

(f) Termination for Cause (Provider). The SERVICE PROVIDER may terminate for the City's material breach that remains uncured thirty (30) days after written notice specifying the breach.

(g) Transition. Upon expiration or termination, the SERVICE PROVIDER shall provide up to Thirty (30) days of orderly transition assistance, including data export and cooperation with any successor, at no additional cost beyond amounts otherwise due under this Agreement and compliance with the Technology Continuity obligations set forth in §6.8.1(j). Transition assistance shall include delivery of all Transit Data, API/interface documentation, configuration materials, and other items required by §6.8.1(j). All such transition services shall be performed in good faith and without impairment of the OWNER's ability to maintain uninterrupted operations of the Mobile Transit System (See§16).

4.1 PRIME CONTRACTOR; OPTIONAL LOCAL OPERATOR

4.1.1 (a) Prime Contractor; Full Responsibility. The SERVICE PROVIDER (parent company) remains the sole contracting party and is fully responsible and liable for all obligations under this Agreement, regardless of whether it uses an affiliated entity to perform any portion of the Services.

(b) Optional Use of Local Operator. At the SERVICE PROVIDER's election, and with the OWNER's prior written consent (not unreasonably withheld), the SERVICE PROVIDER may perform some or all day-to-day operating Services through a Local Operator Entity (as defined in §2.1(l)) that is directly or indirectly wholly owned and controlled by the SERVICE PROVIDER.

(c) Condition Precedent to Local Operator Performance (not to NTP). If the SERVICE PROVIDER elects to use a Local Operator, then before the Local Operator begins performing any Services (but not as a condition to Notice to Proceed for the Agreement as a whole), the SERVICE PROVIDER shall ensure that the Local Operator: (i) is duly formed under Alabama law or duly qualified to do business in Alabama and in good standing; (ii) has obtained an EIN, all required registrations, permits, and approvals, and a City of Mobile business license; and (iii) has delivered the documents listed in subsection (f).

(d) Joinder/Assumption. Prior to any Local Operator performance, the SERVICE PROVIDER shall deliver a Joinder and Assumption Agreement executed by the Local Operator, under which the Local Operator agrees to be bound by and to perform the obligations applicable to the Services it undertakes, without releasing the SERVICE PROVIDER.

(e) Parent Guaranty (at Owner's option). At the OWNER's request, the SERVICE PROVIDER shall deliver a Parent Guaranty of the Local Operator's obligations, in a form reasonably acceptable to the OWNER.

(f) Organizational Deliverables. Before the Local Operator begins work, the SERVICE PROVIDER shall provide: formation/qualification documents, certificates of existence/good standing, governing resolutions authorizing execution, insurance certificates and endorsements required by §8 that expressly list both the SERVICE PROVIDER and the Local Operator, and any other documents reasonably requested by the OWNER.

(g) Employer of Record; No City Employment; No Successor/Joint Employer. The Local Operator and/or the SERVICE PROVIDER (as applicable) shall be the sole **employer of record** for all personnel required to perform the Services. No employee, agent, or contractor of the SERVICE PROVIDER or the Local Operator shall be deemed an employee of the City for any purpose, and nothing in this Agreement shall be construed to create a **joint-employer, co-employer, or successor-**

employer relationship with the City. Any City right to interview, review, or approve key personnel is solely for **contract administration** and does not create or imply an employment relationship.

(g)(1) Employment Liabilities. The SERVICE PROVIDER is exclusively responsible for **all** liabilities and obligations related to its workforce, including without limitation: recruitment and hiring; wages and overtime; payroll taxes and withholdings; benefits and benefit plan funding/administration; workers' compensation; unemployment contributions; leaves of absence; workplace safety and OSHA compliance; immigration compliance (including E-Verify); discipline and discharge; and compliance with applicable employment, labor, civil rights, and nondiscrimination laws. The City shall have **no responsibility** for any such liabilities or costs.

(g)(2) Legacy/Previously Accrued Leave — No Assumption. The Parties acknowledge that certain individuals may have accrued but unpaid or unused vacation, sick leave, or similar benefits with a **prior service provider** (the "**Previous Provider**") for service rendered **before the Transition Date** (the "**Legacy Period**"). Any payout or liability for such **Previously Accrued Leave** remains the **sole responsibility of the Previous Provider**, and is **not** an obligation of the City or of the SERVICE PROVIDER under this Agreement, unless the City expressly agrees **in a written Change Order** to fund a specific assumption and appropriates the funds. Hiring any former employees of the Previous Provider **does not** constitute an assumption of Legacy Period liabilities, and the SERVICE PROVIDER is not required to recognize prior service credit for tenure, leave accrual, or benefits **except as required by Law or expressly approved in writing by the City**.

(g)(3) No Third-Party Rights. This Section creates **no third-party beneficiary** rights in any individual, union, or prior or current employer.

(g)(4) Employment Claims Indemnity. To the fullest extent permitted by Law, the SERVICE PROVIDER shall **defend, indemnify, and hold harmless** the City and its officials, officers, agents, and employees from and against any and all claims, demands, damages, liabilities, penalties, fines, back pay, liquidated damages, interest, attorneys' fees, and costs arising out of or relating to: (i) employment or labor claims by the SERVICE PROVIDER's or Local Operator's personnel (including under FLSA, FMLA, Title VII, ADA, ADEA, OSHA, NLRA, WARN, state analogs, or workers' compensation/unemployment laws).

(g)(5) Definitions. "**Transition Date**" means the effective cutover date on which the SERVICE PROVIDER commences operational responsibility under this Agreement. "**Previously Accrued Leave**" means any accrued but unpaid/unused vacation, sick leave, PTO, or similar benefit earned by an employee during the Legacy Period while employed by the Previous Provider.

(h) Insurance. The Local Operator shall be scheduled as a Named Insured (or otherwise covered entity) on the required policies, which shall meet or exceed §8. All required liability policies shall name the City of Mobile as Additional Insured on a primary and non-contributory basis and include a waiver of subrogation in favor of the City. Certificates/endorsements shall identify both the SERVICE PROVIDER and the Local Operator.

(i) Flow-Downs; Audit. The Local Operator shall comply with and is directly bound by the Agreement's flow-down obligations, including §6.7 (Audit/Inspection/Retention), §7.2 (Federal requirements/Uniform Guidance), §6.8.4 (Marks; Branding; Publicity) and the Brand Guidelines (Exhibit D), §8 (Insurance), §17 (Confidentiality), §18 (Non-Discrimination/Civil Rights/DBE), and §19 (Immigration/E-Verify), together with any applicable FTA requirements. The City's audit/inspection rights under §6.7 extend to the Local Operator.

(j) No Asset or Revenue Rights; No Liens. The Local Operator acquires no right, title, or interest in City assets, facilities, equipment, software, data, or Transit Revenue, and shall not assert any lien or security interest in connection with the Services. Any City property or Transit Revenue handled by the Local Operator shall be held and administered solely on the City's behalf in accordance with §6.4 and §6.6, without commingling.

(k) Not an Assignment/Novation. Use of a Local Operator under this §4.1.1 does not constitute an assignment, transfer, or novation. The SERVICE PROVIDER remains the sole contracting party and is responsible for all acts and omissions of the Local Operator.

4.1.2 GENERAL MANAGER

The SERVICE PROVIDER shall furnish a full-time, on-site General Manager ("GM") for the entire Term. The GM (initial and any replacement) is subject to the OWNER's prior written approval (not unreasonably withheld). The SERVICE PROVIDER is solely responsible for the GM's compensation, supervision, and performance and for all other personnel engaged under this Agreement.

(a) Qualifications & Compliance. The GM shall (i) reside in the Mobile area; (ii) devote 100% of working time to operation and management of the Mobile Transit System unless the OWNER's designated representative approves otherwise in writing; (iii) meet experience and certification requirements appropriate to fixed-route, paratransit, and microtransit operations; (iv) pass background and motor-vehicle record checks; and (v) ensure compliance with applicable Federal, State, and local requirements, including FTA Drug & Alcohol (49 C.F.R. Part 655) and PTASP/SMS (49 C.F.R. Part 673).

(b) Changes; Succession. The SERVICE PROVIDER shall give the OWNER at least fifteen (15) days' prior written notice of any proposed change in the GM and shall provide a qualified interim manager to ensure continuity. A succession plan and 24/7 contact information shall be maintained and provided to the OWNER upon request.

(c) Removal & Replacement. If the OWNER identifies performance issues, the SERVICE PROVIDER shall submit a corrective action plan within ten (10) business days of notice. If issues persist—or in cases involving safety, security, harassment, fraud, or similar material concerns—the OWNER may require immediate removal, and the SERVICE PROVIDER shall provide an interim replacement within ten (10) business days and a permanent replacement acceptable to the OWNER within sixty (60) days. The SERVICE PROVIDER may request approval for the interim general manager to be in place for a longer period, and the OWNER will consider such request and if it deems acceptable, provide approval in writing.

4.1.3 KEY PERSONNEL; ADDITIONAL RESIDENT MANAGEMENT; NO RESTRICTION ON CITY HIRING

(a) At the OWNER's request, the SERVICE PROVIDER shall assign additional resident management personnel (e.g., operations, maintenance, safety, customer service) with qualifications commensurate with their roles. Résumés and roles shall be submitted to the OWNER for prior written approval (not unreasonably withheld) for up to 5 of these key personnel roles at the OWNER's discretion, inclusive of the General Manager.

(b) The SERVICE PROVIDER shall maintain staffing levels, qualifications, and supervision sufficient to meet service requirements and mutually agreed to KPIs and shall promptly replace any key personnel upon the OWNER's written request for reasonable cause, solely with respect to the five (5) roles that must be pre-approved per Section 4.1.3(a) above.

(c) All such personnel are employees or subcontractors of the SERVICE PROVIDER/Local Operator;

the SERVICE PROVIDER is solely responsible for compensation, benefits, and compliance (including background checks, MVR, and FTA/ADA requirements).

(d) No Restriction on City Hiring. Nothing in this Agreement restricts the OWNER's ability to recruit, solicit, or hire any individual, except for the current local General Manager, who the City commits to not soliciting for hire for one calendar year after termination of the Agreement. Any vendor non-solicitation or no-hire provision is expressly inapplicable.

4.1.4 LABOR RELATIONS; EMPLOYMENT RESPONSIBILITIES

(a) Employer of Record. The SERVICE PROVIDER (and/or the Local Operator) is the sole employer of all personnel performing the services and is exclusively responsible for wages, benefits, withholdings, and compliance with all applicable laws (including FLSA, Title VII, ADA, FMLA, NLRA, OSHA, E-Verify/immigration, and—if applicable—CDL/FMCSR, FTA Drug & Alcohol, 49 C.F.R. Part 655, and PTASP/SMS, 49 C.F.R. Part 673).

(b) Collective Bargaining / Employment Agreements. Any proposed collective bargaining agreement, employment agreement, side letter, MOA, or amendment that materially affects cost, staffing, service levels, or compliance shall be submitted to the OWNER for prior written approval before execution. No such agreement may (i) bind or name the City as a party, (ii) create City obligations or third-party beneficiary rights, or (iii) restrict the City's rights to procure, transition, or operate the Transit System, except to the extent required by applicable law (including 49 U.S.C. § 5333(b)).

(c) Cost Control. The SERVICE PROVIDER shall not agree to any term that would increase costs beyond the approved budget or Annual Not-to-Exceed (NTE) without the OWNER's prior written amendment. Any unapproved increase is at the SERVICE PROVIDER's sole expense.

(d) Notice and Contingency Planning. The SERVICE PROVIDER shall immediately, and in no event later than twenty-four (24) hours, notify the OWNER in writing upon learning of any actual or threatened labor dispute, work stoppage/slowdown, picketing, strike, lockout, or grievance that may delay or disrupt performance. Within forty-eight (48) hours (or sooner if requested), the SERVICE PROVIDER shall provide a written contingency plan acceptable to the OWNER to maintain required service levels.

(e) Subcontractors. The SERVICE PROVIDER shall flow down the requirements of this Agreement to all tiers of subcontractors and remains fully responsible for their compliance.

(f) Indemnity. To the extent caused by the acts or omissions of the SERVICE PROVIDER or its subcontractors, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the City from claims, penalties, and liabilities arising out of employment or labor matters, except to the extent caused by the City's negligence or willful misconduct.

4.1.5 PERFORMANCE CONCERNS; CORRECTIVE ACTION; REMOVAL AND REPLACEMENT

(a) Notice and Meeting. If the OWNER identifies performance issues with the General Manager ("GM"), the OWNER may notify the SERVICE PROVIDER in writing. Within five (5) business days of notice, the SERVICE PROVIDER shall meet with the OWNER's representative and, within ten (10) business days, submit a written Corrective Action Plan (CAP) with specific measures and deadlines.

(b) Immediate Removal for Cause. For issues involving safety, security, harassment, fraud, willful misconduct, or similar material concerns, the OWNER may require immediate removal of the GM.

(c) Interim and Permanent Replacement. If removal is required or the CAP is rejected or not met,

SERVICE PROVIDER shall provide a qualified interim GM within ten (10) business days and a permanent replacement acceptable to the OWNER within **sixty (60) days**. The OWNER's approval shall not be unreasonably withheld.

(d) No Service Degradation/No Cost Increase. SERVICE PROVIDER shall ensure continuity of operations during any transition and shall bear all costs associated with replacement; no additional cost to the OWNER.

(e) Material Breach. Failure to timely provide and implement an acceptable CAP or to furnish an interim/permanent replacement as required constitutes a material breach.

4.2 OWNER/SERVICE PROVIDER REPRESENTATIVES

4.2.1 OWNER's Representative. The Executive Director of Finance (or successor title) is the OWNER's authorized representative for this Agreement (the "OWNER's Representative"). The OWNER may change the OWNER's Representative by written notice to the SERVICE PROVIDER. The OWNER's Representative is the primary point of contact and may issue written directions, approvals, and determinations required under this Agreement; however, the OWNER's Representative has no authority to modify this Agreement, increase compensation, extend time, or issue change orders except as expressly authorized in writing by the OWNER. All notices, submittals, and requests for approval shall be directed to the OWNER's Representative (with copies as the OWNER may designate). In an operational emergency, email authorization from the OWNER's Representative may be relied upon to proceed up to a stated not-to-exceed amount, subject to formal confirmation within ten (10) business days.

4.2.2 SERVICE PROVIDER'S REPRESENTATIVE IN CHARGE

Firm Name:	Port City Transit, LLC
Address:	114 5 th Avenue, Floor 16, New York, NY, 10011
Phone Number:	(914)943-8478
Email address:	michael.vaccarino@ridewithvia.com
Name:	Michael Vaccarino

4.2.3 PERSONNEL QUALIFICATIONS; KEY PERSONNEL CHANGES

(a) The SERVICE PROVIDER shall ensure that all **personnel** (including subcontractor personnel) assigned to this Agreement are **properly qualified, licensed/certified**, trained, and capable of performing their assigned duties in compliance with this Agreement and all applicable laws and regulations.

(b) Key Personnel. The SERVICE PROVIDER's **Key Personnel** (as identified in the accepted Proposal) are subject to the **OWNER's prior written approval**.

(c) Changes/Substitutions. The SERVICE PROVIDER shall not reassign, replace, or substitute any Key Personnel **without the OWNER's prior written approval** (not unreasonably withheld). For planned changes, provide at least **fifteen (15) days' prior written notice** with résumés and qualifications of proposed replacements. For unplanned separations, provide **immediate written notice**, assign a **qualified interim** within **ten (10) business days**, and propose a permanent replacement within **sixty (60) days**.

(d) Background/Safety Compliance. All safety-sensitive personnel, as defined by FTA regulations and in §2.1(Q), shall satisfy background screening, motor-vehicle record checks, and pre-employment and ongoing drug and alcohol testing consistent with 49 C.F.R. Part 655. The

SERVICE PROVIDER shall also ensure compliance with all applicable safety training and qualification requirements, including those mandated under the Public Transportation Agency Safety Plan (PTASP) and Safety Management System (SMS) standards in 49 C.F.R. Part 673.

Background screening shall include, at a minimum, verification of employment eligibility, review of criminal history, and compliance with all federal and state requirements for working with vulnerable populations. All costs of compliance under this Section shall be borne solely by the SERVICE PROVIDER. The SERVICE PROVIDER shall maintain records of all screenings, checks, and testing, and shall make such records available to the OWNER or its designee upon request for purposes of audit or verification.

(e) Continuity; No Added Cost. The SERVICE PROVIDER shall maintain staffing levels and continuity sufficient to meet service requirements and post-planning KPIs. Personnel changes shall **not** impair performance or increase cost to the OWNER.

(f) Removal on Request. For reasonable cause (including performance, safety, or conduct), the OWNER may request removal of any personnel. The SERVICE PROVIDER shall promptly remove and replace such personnel in accordance with this section.

(g) Contacts/Org Chart. The SERVICE PROVIDER shall keep current and provide upon request an organizational chart, Key Personnel résumés, and 24/7 emergency contact information.

4.3 NOTICES

4.3.1 Notice to the SERVICE PROVIDER means notice in writing (for which email shall be deemed acceptable) addressed to the individual listed above and the local General Manager, if not one and the same, delivered to 1224 West Interstate 65 Service Rd S, Mobile, AL 36609. Notice to the OWNER means notice in writing addressed to City of Mobile Finance Dept. Operations Manager, 205 Government Street, 4th Floor, South Tower, RM 427, Mobile, Alabama 36602. OWNER and SERVICE PROVIDER shall provide written notice to the other regarding changes or updates to contact information, physical addresses, and email recipients, so that any/all Notices can be routed to current representatives of each organization respectively.

(a) Addresses. All notices required or permitted under this Agreement shall be in writing and delivered to the following (or to such other address/recipient as a party designates by notice):

To the OWNER:

City of Mobile – Finance Administration Department
Attn: Executive Director of Finance (OWNER's Representative)
205 Government Street, 4th Floor, South Tower, Room 468
Mobile, Alabama 36602

Email: laurencej@cityofmobile.org

With a copy to:
City of Mobile – City Attorney
205 Government Street
Mobile, Alabama 36602

Email (for courtesy copy): legaldepartment@cityofmobile.org

To the SERVICE PROVIDER:

At the address and email set forth in §4.2.2 (and, for courtesy copy, to the General Manager at the address listed in §4.3.1, paragraph 1).

(b) Permitted Methods; Effectiveness. Notices may be delivered by (i) personal delivery; (ii) certified mail, return receipt requested, postage prepaid; (iii) a nationally recognized overnight courier; or (iv) email in searchable PDF to the listed notice email(s) with confirmation of receipt (reply email, read receipt, or other written acknowledgment). Notices are effective when received (or, if sent by certified mail, on the date shown on the return receipt; if by overnight courier, on the courier's delivery date). Email alone is sufficient only upon written confirmation of receipt.

(c) Routine Communications. Day-to-day operational communications, submittals, and approvals may be made by email or through a City-approved project portal and do not constitute "notice" unless expressly stated as such.

(d) Change of Address/Recipient. Either party may change its notice address or recipient by giving notice under this Section.

(e) Form. Each notice shall reference this Agreement's title and number. Failure to send a required copy does not invalidate notice, but the sending party shall promptly provide any omitted copy upon discovery.

5.1 ADVISORY AND TECHNICAL ASSISTANCE

5.1.1 ADVISORY AND TECHNICAL ASSISTANCE; TRAVEL REIMBURSEMENT

(a) Included Support. The SERVICE PROVIDER shall, at no additional charge beyond the compensation provided under this Agreement, furnish advisory and technical assistance reasonably required to support the General Manager and the operation of the Mobile Transit System, including assistance with planning, scheduling, safety, training, maintenance practices, customer service, labor relations strategy, KPI reporting, and grant/reporting compliance.

(b) No Legal Representation of City. Advisory and technical assistance may include subject-matter experts and the SERVICE PROVIDER's internal resources; however, the SERVICE PROVIDER (including its in-house counsel) shall not provide legal services to, or create an attorney-client relationship with, the City. Any legal services for the City shall be provided only by or through the City Attorney and outside counsel retained pursuant to §11.1. The SERVICE PROVIDER may not negotiate or resolve grievances or labor disputes as counsel for the City.

(c) No Substitution for Authorized Changes. Advisory assistance under this §5.1 shall not be used to perform Additional Services or Special Projects without written authorization under §§1.3.6–1.3.8.

6.1 COMPENSATION SCHEDULE

6.1.1 Monthly Fee; Annual NTE; Invoicing; Payment. Subject to annual appropriation and the terms of this Agreement, the OWNER shall pay the SERVICE PROVIDER a Monthly Fee billed in arrears for services performed in the prior month. The SERVICE PROVIDER shall submit separate proper invoices for each funding type (i.e., City Fund allocation or Federal Transit Administration allocation) no earlier than the first (1st) business day and no later than the tenth (10th) calendar day of the month following performance. "Proper invoice" means a summary invoice in a form approved by the OWNER, consistent with OWNER's audit and inspection rights, and certified by the SERVICE PROVIDER as accurate and in compliance with this Agreement. The Monthly Fee for any month shall not exceed one-twelfth (1/12) of the then-applicable Annual Not-to-Exceed (NTE), and the total of Monthly Fees in any fiscal year shall not exceed the Annual NTE for that year,

unless the OWNER expressly authorizes otherwise in writing. Subject to annual appropriation and receipt of a proper invoice, the OWNER will pay undisputed amounts within thirty (30) days and may withhold disputed portions pending resolution in accordance with §6.1.6. The SERVICE PROVIDER's Proposal dated July 25, 2025 is incorporated solely to establish rates/fees; in the event of conflict, this Agreement controls. The parties agree that, provided that the total does not exceed the permissible Monthly Fee, certain costs incurred in the provision of the services will be identified in the invoice and treated as a pass-through without mark-up. Examples of such costs may include, but are not limited to fuel and vehicle wraps (as discussed in Section 6.8.4). **Invoice Labels Do Not Create Rights.** Any invoice label or notation used by the SERVICE PROVIDER (including "pass through" or similar) does not (i) convert any included cost into a reimbursable charge that authorizes payment beyond the Monthly Fee or Annual NTE, or (iii) create any index, surcharge, or true-up.

6.1.2 WORKING FUNDS (MOBILIZATION ADVANCE); CONDITIONS; CREDITS; CLOSE-OUT

- (a) Conditions to Payment. Subject to (i) full execution of this Agreement, (ii) delivery of a written Mobilization Plan and Schedule aligned to Exhibit A and reasonably acceptable to the OWNER, (iii) evidence of local team mobilization (e.g., GM assignment/offer, key recruiting plan, facility LOI/lease or equivalent arrangements), and (iv) receipt of a proper invoice, the OWNER shall pay the Working Funds in the amount of \$100,000.00.
- (b) Nature; No Increase to NTE. The Working Funds are a prepayment/advance only and shall not increase any Annual or Contract Not-to-Exceed amounts, are not a separate fee, and are not treated as Operating Expenses except to the extent credited against eligible invoiced amounts under this Agreement.
- (c) Credits/Offsets. The Working Funds shall be applied as a credit on the SERVICE PROVIDER's first Monthly Fee invoice(s) and, if necessary, pro-rata across subsequent Monthly Fee invoices, until fully exhausted. The credit shall be fully applied no later than the earlier of twelve (12) months after payment or the end of Contract Year 1. Each invoice showing a credit shall include a separate line item labeled "Working Funds Credit" and reflect the remaining balance.
- (d) Use; Documentation; Audit. The Working Funds may be used solely for documented mobilization activities identified in Exhibit A. The SERVICE PROVIDER shall maintain itemized records of the application of the Working Funds with supporting documentation; such records are subject to inspection and audit under §6.7.
- (e) Non-Commencement; Default. If Services do not commence within [90] days after the Effective Date for reasons within the SERVICE PROVIDER's control, or if this Agreement is terminated for the SERVICE PROVIDER's default, any uncredited balance of the Working Funds and any portion not supported per subsection (d) shall be refunded to the OWNER within thirty (30) days after notice. The OWNER may alternatively set off such amounts under §6.1.6(c).
- (f) Owner Convenience Termination (Before Full Credit). If the OWNER terminates for convenience before the Working Funds are fully credited, the uncredited balance shall be applied as a credit against amounts otherwise due at close-out. If the credit exceeds amounts otherwise due, the SERVICE PROVIDER shall refund the excess of the uncredited balance over the SERVICE PROVIDER's documented, non-cancellable mobilization costs incurred in good faith through the termination effective date within thirty (30) days after the OWNER's written demand.
- (g) No Lien/Security Interest. The SERVICE PROVIDER shall not assert any lien or security interest against City property or Transit Revenue in connection with the Working Funds.
- (h) No Interest; Late Refunds. No interest accrues on the Working Funds. Any late refund due under this Section shall bear interest at the lesser of (i) 1% per month or (ii) the maximum rate permitted by law.
- (i) Consistency with §6.1.5 and §6.1.6. The OWNER's withholding, setoff, audit, and overpayment rights in §6.1.5 and the non-reimbursability of provider-borne dispute/misconduct costs in §6.1.6 apply to the Working Funds to the extent relevant.

6.1.3 INCLUSIONS

The Monthly Fee is fixed and all-inclusive. It covers, without limitation, the agreed management fee, any planned surplus, and all Operating Expenses as defined in §2.1(P), except only those costs expressly and specifically excluded under this Agreement. The SERVICE PROVIDER shall not invoice or otherwise seek payment in excess of the approved Annual Budget or the Annual Not-to-Exceed amount, unless authorized by a duly executed written amendment approved by the OWNER. Payment of the Monthly Fee is conditioned upon SERVICE PROVIDER's material compliance with the service levels, performance standards, and reporting obligations set forth in this Agreement.

6.1.4 BILLING

Invoices shall be submitted monthly in arrears per §6.1.1. OWNER may pay undisputed portions and withhold disputed portions pending resolution in accordance with §6.1.5. No interest, late fees, finance charges, or mark-ups shall apply unless expressly authorized in this Agreement. Invoices shall be in the form approved by the OWNER and are subject to the OWNER's audit and inspection rights under §6.7. The OWNER may disallow or recover any amounts determined, through audit or review, to be inconsistent with this Agreement or not properly documented.

6.1.5 OPERATING EXPENSES; ELIGIBILITY; DISPUTES; WITHHOLDING AND SETOFF

(a) Eligibility of Costs. When Federal funds are involved, Operating Expenses must also be allowable, allocable, and reasonable under 2 C.F.R. Part 200 (Uniform Guidance). The OWNER has no obligation to pay, and may disallow or recover, any cost that is: (i) incurred in breach of this Agreement; (ii) in excess of the Annual Not-to-Exceed amount without prior written authorization; (iii) procured in violation of applicable procurement standards; or (iv) not supported by contemporaneous, adequate documentation when requested for audit or review. The SERVICE PROVIDER shall maintain all financial and supporting records relating to this Agreement for the longer of seven (7) years after final payment or as otherwise required by Federal, State, or local law, and shall make such records available to the OWNER or its designee upon reasonable notice.

(b) Payment, Audit; No Waiver. Payment of any invoice (in whole or part) does not constitute acceptance, and remains subject to audit, verification, reclassification, disallowance, adjustment, or recovery. Payment does not waive the OWNER's rights with respect to any nonconformity discovered later.

(c) Withholding and Setoff. The OWNER may withhold any disputed portion of an invoice and may set off amounts due to the OWNER under this Agreement or applicable law against amounts otherwise payable now or in the future. The OWNER will provide written notice identifying the disputed items with reasonable detail. Undisputed amounts will be paid per §6.1.1.

(d) Dispute Process; Continued Performance. The parties shall confer in good faith within ten (10) business days after notice to attempt to resolve any invoice dispute, escalating to their respective finance leads if not resolved at the first level. The SERVICE PROVIDER shall continue performance pending resolution. No interest, late charges, or penalties shall accrue on disputed amounts.

(e) Supplemental Documentation. Upon request, the SERVICE PROVIDER shall provide additional documentation reasonably necessary to substantiate any invoiced Operating Expense within ten (10) business days; failure to do so may result in disallowance of the charge until substantiated.

(f) Overpayments; Refunds. Any overpayment or disallowed amount identified by audit or agreement shall be credited on the next invoice or refunded within thirty (30) days of written notice from the OWNER. The OWNER may alternatively recover such amounts by setoff under subsection (c).

(g) No Pass-Through of Financing Costs. Interest, late fees, collection costs, factoring/assignment fees, or similar financing charges incurred by the SERVICE PROVIDER are not reimbursable Operating Expenses unless expressly authorized in writing by the OWNER.

6.1.6 PROVIDER-BORNE DISPUTE AND MISCONDUCT COSTS (NO REIMBURSEMENT)

Notwithstanding anything to the contrary, the SERVICE PROVIDER shall bear, and shall not invoice or seek reimbursement for, any attorneys' fees, expert fees, costs, settlements, judgments, fines, penalties, or other amounts incurred in connection with: (i) any dispute between the SERVICE PROVIDER and the OWNER arising out of the SERVICE PROVIDER's breach of this Agreement; or (ii) any claim, demand, investigation, or proceeding to the extent arising out of the negligence, recklessness, willful misconduct, fraud, or criminal acts of the SERVICE PROVIDER, the Local Operator, or their respective officers, directors, employees, agents, or subcontractors. Such amounts are not Operating Expenses and shall not be charged to the Mobile Transit System. If the OWNER pays any such amounts, the SERVICE PROVIDER shall reimburse the OWNER upon demand, and the OWNER may set off those amounts against sums otherwise due. This section **survives** expiration or termination of the Agreement. For avoidance of doubt, all costs, liabilities, penalties, damages, and expenses arising out of any Foreign Data Incident described in §6.8.2(m) shall be borne solely by the SERVICE PROVIDER, are not Operating Expenses, and are excluded from the Annual Not-to-Exceed limitation

6.2 EXCLUDING EXPENSES

6.2.1 EXCLUDED COSTS

The following shall be deemed Excluded Costs and are not reimbursable under this Agreement:

1. Corporate or overhead expenses of SERVICE PROVIDER or its affiliates, except to the limited extent directly and demonstrably incurred for the management, operation, or improvement of the Mobile Transit System.
2. Insurance premiums not directly tied to the Mobile Transit System (including without limitation directors and officers liability, employment practices liability, professional liability unrelated to the System, or corporate general liability policies).
3. Federal, state, or local taxes imposed on the net income, capital, or property of SERVICE PROVIDER or its affiliates.
4. Debt service, financing costs, interest, or lease termination/buyout costs not expressly approved in writing by OWNER.
5. Fines, penalties, sanctions, liquidated damages, settlements, or judgments against SERVICE PROVIDER or its affiliates, except to the extent caused solely by OWNER's breach of this Agreement.
6. Legal, lobbying, or consulting expenses unrelated to the Mobile Transit System.
7. Any other expense not directly and necessarily incurred in connection with the operation of the Mobile Transit System in accordance with this Agreement.

6.2.2 UNINSURED/UNDERINSURED LOSSES; NO REIMBURSEMENT

Notwithstanding anything to the contrary, the SERVICE PROVIDER shall bear, and such amounts shall not constitute Operating Expenses, any portion of a claim, judgment, settlement, award, fine, penalty, deductible, self-insured retention, defense cost, or other amount that arises out of: (i) an

uninsured or underinsured claim; or (ii) the failure to procure or maintain insurance required by this Agreement; to the extent attributable to the acts or omissions of the SERVICE PROVIDER, the Local Operator, or their respective officers, directors, employees, agents, or subcontractors, including negligence, recklessness, willful misconduct, fraud, criminal acts, breach of this Agreement, or violation of law. The OWNER shall have no obligation to reimburse any such amounts. If the OWNER nevertheless pays any portion, the SERVICE PROVIDER shall promptly reimburse the OWNER on demand, and the OWNER may offset such amounts against sums otherwise due. This Section shall survive expiration or termination of the Agreement. Nothing herein obligates the SERVICE PROVIDER to bear costs caused solely by the OWNER's negligence or willful misconduct.

6.3 EQUIPMENT, FACILITIES AND SERVICES

6.3.1 FACILITIES, EQUIPMENT, AND CITY-PROVIDED SERVICES

(a) City-Provided Resources. The OWNER will make available, at no or minimal charge to the SERVICE PROVIDER, (i) office/yard space at OWNER-designated facilities, including the current on-hand parts & supplies inventory; (ii) legal services for the City as addressed in §11.1; (iii) access to the Capital Fleet; (iv) Capital Improvements; and (v) Capital Fleet Improvements. All City-provided resources are for use **solely** in performing this Agreement and remain the property of the OWNER.

(b) Provider-Furnished Items. Except for items expressly identified as City-provided, the SERVICE PROVIDER shall furnish, at its own cost, all other facilities, all routine maintenance (other than Capital Improvements) to any facility, equipment, or system used as a part of the transit services provided, all utilities for any facility used during the term of the Agreement, furniture, tools, supplies, vehicles, fuel, technology/platforms, software licenses, communications services/devices, and equipment required to perform the Services. The OWNER has no obligation to pay "other reasonable business expenses" unless pre-approved in writing and within the applicable Annual NTE.

(c) IT & Security; Acceptable Use. If applicable, use of City networks, systems, devices, or accounts is subject to City policies. The SERVICE PROVIDER shall comply with City information-security, privacy, and acceptable-use requirements, including multi-factor authentication, encryption of Transit Data in transit and at rest, least-privilege access, and background screening for users with system access. No storage or processing of Transit Data outside the United States without the OWNER's prior written approval, which approval is hereby provided for processing but not storage by SERVICE PROVIDERS affiliates in Europe and Israel. Any non-City system that connects to City systems must be pre-approved by the OWNER's IT.

(d) Custody; Care; Risk of Loss. City-provided property in the SERVICE PROVIDER's custody is a bailment; the SERVICE PROVIDER shall exercise reasonable care, keep such property free of liens, not relocate or modify it without written consent, and return it in good condition (ordinary wear and tear excepted) upon request or at termination. The SERVICE PROVIDER is responsible for loss or damage to the extent caused by its negligence, willful misconduct, misuse, or breach.

(e) Access & Inspection. The OWNER and its designees may access City-provided facilities, equipment, and records at reasonable times for inspection, inventory, maintenance, or removal, without material disruption to operations.

(f) No Expansion Without Approval. Any request for additional City-provided space, utilities, equipment, communications, or services must be submitted in writing and is effective only upon the OWNER's written approval (and, if cost-bearing, a signed amendment). No implied obligations arise from past accommodation.

(g) Insurance. The SERVICE PROVIDER shall maintain insurance covering its property and obligations as required in §8. City property is insured as the OWNER deems appropriate; nothing herein obligates the OWNER to insure the SERVICE PROVIDER's property.

6.4 TITLE TO AND CUSTODY OF PROPERTY

(a) City Ownership. Except as expressly approved otherwise in writing, all real property, facilities, Capital Improvements, Heavy Equipment, Capital Fleet, Capital Equipment, and materials and supplies acquired with City or grant funds for use in the Mobile Transit System shall be furnished by the OWNER or purchased by the SERVICE PROVIDER for and on behalf of the OWNER. Title shall vest in the OWNER upon acquisition/delivery free and clear of all liens, claims, and encumbrances, and all manufacturer warranties shall be assigned to the OWNER. Any vehicles provided by the SERVICE PROVIDER on a leasing or rental basis that is paid either per month or per hour shall not transfer in ownership to the OWNER.

(b) Provider Acquisitions; Prior Approval. The SERVICE PROVIDER shall not acquire or commit the OWNER to acquire any asset without the OWNER's prior written approval and compliance with applicable City procurement requirements. If the OWNER reimburses any such acquisition, title shall vest in the OWNER and the SERVICE PROVIDER shall execute bills of sale, assignments, UCC releases/terminations, and other documents the OWNER reasonably requests to evidence or perfect title.

(c) Leased or Financed Property. The SERVICE PROVIDER shall not enter into any lease, rental, financing, or similar arrangement for assets to be used in performance to be separately compensated by OWNER (i.e., Capital Fleet or Heavy Equipment purchases or Capital Fleet Improvements) without the OWNER's prior written approval. Any approved lease/financing shall (i) be in the OWNER's name **or** be freely assignable to the OWNER at its option; (ii) contain no automatic renewals beyond the Term without OWNER consent; and (iii) not grant any security interest in City-owned property. The OWNER has no obligation for provider-executed leases unless expressly assumed in writing.

(d) Custody; Care; Risk of Loss. City-owned property in the SERVICE PROVIDER's custody is held as a bailment. The SERVICE PROVIDER shall exercise reasonable care, prevent loss or damage, keep property free of liens, and not relocate, dispose of, or materially modify it without the OWNER's written consent. Loss or damage to the extent caused by the SERVICE PROVIDER or its subcontractors shall be repaired or replaced at the SERVICE PROVIDER's sole cost, without prejudice to insurance recoveries required under §8.

(e) Inventory; Records; Tagging. The SERVICE PROVIDER shall maintain fixed-asset records, asset-tag City property, track funding source(s) (including grant identifiers), and provide the OWNER with an annual physical inventory and reconciliation, and interim inventories upon reasonable request.

(f) No Encumbrances. The SERVICE PROVIDER shall not, and shall ensure its subcontractors do not, pledge, lien, encumber, or permit any encumbrance upon City-owned property. The SERVICE PROVIDER shall obtain lien waivers from vendors/suppliers as applicable.

(g) Disposition; Grant Compliance. Disposition or trade-in of City-owned property shall occur only with the OWNER's written approval and, if federally funded, in accordance with 2 C.F.R. §§ 200.311–200.315 and applicable FTA guidance. Any sale or disposition proceeds belong to the OWNER (subject to grantor requirements).

(h) Technology & Intangibles. Ownership and licensing of software, platforms, and Transit Data are governed by §6.8 and related provisions; nothing in this section conveys ownership of the SERVICE PROVIDER's pre-existing intellectual property.

6.5 PURCHASING OF EQUIPMENT, SUPPLIES, TOOLS, AND CAPITAL FLEET

(a) Planning; Funding. The SERVICE PROVIDER shall provide the OWNER, at least annually or upon request, a forecast of types and quantities of materials, supplies, tools, equipment, and Capital Fleet needed to operate and maintain the Transit System, identifying estimated costs and potential funding sources (including eligibility for Federal/State grants), which shall coincide with the prepared Annual Operating Budget and Capital Recommendations.

(b) City Approval & Procurement Method. The SERVICE PROVIDER shall not purchase, lease, rent, or otherwise acquire any Capital Fleet or Heavy Equipment for which reimbursement is sought without the OWNER's prior written approval. All acquisitions paid in whole or part with City or grant funds shall be conducted in accordance with City procurement policy, applicable Alabama law, and, when grant-funded, 2 C.F.R. Part 200 (Uniform Guidance) and applicable FTA requirements (including domestic preferences/Buy America, debarment/suspension, DBE, lobbying restrictions, etc.). The OWNER may conduct the procurement directly; if the OWNER requests assistance, the SERVICE PROVIDER shall prepare technical specifications, scopes, independent cost estimates, and evaluation materials, but shall not bind the City.

(c) Competitive Purchasing; Conflicts. The SERVICE PROVIDER shall obtain competitive quotes/bids as required and disclose any actual or potential conflict of interest. No gratuities, kickbacks, or contingent fees are permitted.

(d) Title; Warranties; Delivery; Acceptance. For items purchased with City or grant funds, title shall vest in the OWNER upon delivery/acceptance, free of all liens. The SERVICE PROVIDER shall assign to the OWNER all manufacturer and vendor warranties, provide manuals and maintenance schedules, and ensure delivery FOB destination to City-designated locations. Items are subject to inspection and acceptance by the OWNER; nonconforming items may be rejected at the SERVICE PROVIDER's expense.

(e) Leases/Financing. No lease, rental, time-payment, or financing arrangement may be entered without the OWNER's prior written approval. Any approved agreement must be (i) assignable to the OWNER at its option; (ii) free of automatic renewals or termination penalties beyond the Term; and (iii) contain no security interest in City-owned property. The City has no obligation for provider-executed leases unless expressly assumed in writing.

(f) Budget/NTE; Documentation. All acquisitions must be within the approved budget and Annual NTE, or with the incorporation of other Federal grant awards above and beyond the NTE, and supported by itemized invoices, packing slips, proof of delivery, and warranty/serial documentation. The SERVICE PROVIDER shall maintain an asset inventory (including funding source) and provide it to the OWNER upon request.

(g) Emergency Purchases. In a bona fide operational emergency, the OWNER's Representative may authorize by email a limited emergency purchase up to a stated not-to-exceed amount; a confirming written approval or change order will follow.

(h) Terminology. References to "Client/Client's" are deemed to mean **OWNER/OWNER's**.

6.6 REVENUE; COLLECTION; BANKING; REPORTING

(a) City Ownership. All revenue derived from operation of the Mobile Transit System— including farebox receipts, pass/ticket sales, paratransit/microtransit fares, advertising/sponsorship receipts, vending/ancillary receipts, refunds/chargeback recoveries, interest earned on Transit Revenue, and any other system-derived income (collectively, "Transit Revenue")—is, from the moment of receipt, the property of the OWNER.

(b) No Commingling; Trust Capacity. The SERVICE PROVIDER receives and holds Transit Revenue in trust for the OWNER and shall not pledge, encumber, offset, or commingle Transit Revenue with the SERVICE PROVIDER's funds. Transit Revenue shall be deposited only into OWNER-designated bank accounts. Any interest/float on Transit Revenue belongs to the OWNER.

(c) Collection & Deposit. The SERVICE PROVIDER shall collect, count, and deposit Transit Revenue weekly) using OWNER-approved procedures (e.g., armored transport, vaulting, lockbox). Cash handling must use **dual custody**, tamper-evident bags, surveillance where practical, and documented chain-of-custody. Merchant IDs/payment gateways shall be established in the City's name unless the OWNER directs otherwise. To the extent the RFP (including any addenda) contemplated City deposits to a contractor-controlled operating account, the parties agree that this § 6.6 supersedes and replaces that mechanism; the City will not fund or maintain any contractor-controlled operating account.

(d) Payment Security (PCI). All card-present and card-not-present transactions must comply with PCI-DSS. No storage of full PAN, track data, or CVV/CVC by the SERVICE PROVIDER or its subs. Tokenization/EMV required where applicable. Third-party processors must be validated PCI-DSS service providers. Any PCI breach notice must be given to the OWNER within 72 hours with ongoing updates and full cooperation.

(e) Policies; Fees; Chargebacks. Fare products, pricing, discounts, refunds, fee waivers, and fare enforcement are set solely by the OWNER. Processor/interchange fees that will be deducted from the fare revenue. The SERVICE PROVIDER shall manage chargebacks per OWNER policy and **not** resolve disputes by issuing credits outside approved workflows. Chargebacks, processor/network assessments, penalties, or other fees attributable to SERVICE PROVIDER's PCI-DSS noncompliance, fraud, misuse, or failure to follow approved workflows **shall not be treated as Operating Expenses** and shall be borne by the SERVICE PROVIDER

(f) Accounting; Reconciliation. The SERVICE PROVIDER shall maintain complete, accurate books and records for Transit Revenue in accordance with GAAP and OWNER directives. Daily reconciliations (fare media/device to bank) and monthly reconciliations (including variance analysis) are required. Shortages, overages, or losses must be reported to the OWNER within one (1) business day of discovery with a written incident report and corrective actions. Shortages/losses attributable to the SERVICE PROVIDER's negligence, fraud, or policy noncompliance are not reimbursable and shall be made whole to the OWNER.

(g) Reporting. By the 10th calendar day of each month, the SERVICE PROVIDER shall deliver OWNER-approved monthly revenue reports, including at minimum: mode-level ridership, fare category detail, device/gateway settlement, adjustments/chargebacks, deposits by date, and reconciliation to bank statements. Reports must be certified by an authorized officer of the SERVICE PROVIDER as true, correct, and complete.

(h) Audit & Access. The OWNER (and, if applicable, FTA/State auditors) may inspect and audit all Transit Revenue records, systems, and cash-handling locations upon reasonable notice. The SERVICE PROVIDER shall flow these requirements down to all tiers of subcontractors and payment vendors and shall retain records per §6.7.

(i) Advertising/Sponsorship/Ancillary. Any non-fare revenue program (e.g., advertising or sponsorship) shall be conducted only as approved in writing by the OWNER and in accordance with applicable policies and grant requirements. All such receipts are Transit Revenue.

(j) Personnel & Controls. Individuals with cash-handling or revenue-system access must pass background checks and receive OWNER-approved training. The SERVICE PROVIDER shall

implement segregation of duties (collection, counting, reconciliation, and posting functions separated) and maintain access logs for revenue systems.

(k) Survival. The obligations in this Section survive expiration or termination of the Agreement.

6.7 AUDIT, INSPECTION OF RECORDS, AND RECORDS RETENTION

6.7.1 ACCESS; SCOPE; DEFINITIONS

(a) Records. “Records” means all books, accounts, records, data, documents, reports, statistics, correspondence, emails and text/instant messages used for contract business, photographs/video, maintenance logs, payroll/timekeeping, safety and incident files, training records, fare/revenue/KPI reports, sub-agreements, leases, subcontracts, purchase orders, invoices, receipts, systems and files, and all supporting materials, in any form or medium, that relate in whole or in part to this Agreement.

(b) Access & Scope. The SERVICE PROVIDER shall permit the OWNER and its authorized representatives to inspect, audit, and copy all Records and to interview relevant personnel. Access includes reasonable system **access** necessary to view/export Records.

(c) Subcontractors & Vendors. The SERVICE PROVIDER shall flow down this Section to all tiers of subcontractors and vendors that create, receive, maintain, or process Records and shall cause them to provide the same **access** directly to the OWNER upon request.

(d) Federal/State Access. Where Federal or State funds are involved, access extends to authorized representatives of the U.S. Department of Transportation/FTA, the Comptroller General of the United States, and applicable State offices, consistent with 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.337 (as amended).

(e) Reasonable Protections. The SERVICE PROVIDER may redact proprietary trade secrets or unrelated competitively sensitive information that is not relevant to this Agreement, provided that such redactions do not limit the OWNER’s or FTA’s ability to verify costs, performance, compliance, or safety. Any redactions shall be identified and explained.

6.7.2 TIMING; FORMAT; DELIVERY

(a) Timing. Inspections and audits may occur during normal business hours upon reasonable notice; however, in matters involving suspected fraud, safety/security incidents, or imminent risk, the OWNER may **require** **immediate** **access**.

(b) Format. Upon request, the SERVICE PROVIDER shall provide copies/exported data in searchable, machine-readable formats (e.g., CSV, XLSX, JSON, PDF) consistent with 2 C.F.R. § 200.335 for electronic records and shall maintain associated metadata where applicable.

(c) Delivery. Unless otherwise agreed, requested copies shall be delivered within ten (10) business days, or sooner if reasonably required for oversight, safety, or time-sensitive grant compliance. Except for pre-approved, reasonable duplication **costs** for voluminous paper productions, no additional fees shall apply.

6.7.3 RETENTION; PRESERVATION; LOCATION

(a) Retention Period. The SERVICE PROVIDER shall retain all Records for (7) seven years after submission of the final federal expenditure report/close-out for any federally funded project(s) to which the Records pertain, consistent with 2 C.F.R. § 200.334 (as amended). Records relating to real property or equipment shall be retained for three (3) years after final disposition.

(b) Litigation Holds. If any audit, investigation, claim, public-records request, or litigation is pending or reasonably anticipated, the SERVICE PROVIDER shall immediately suspend routine destruction of potentially relevant Records, implement a litigation hold, and certify compliance to the OWNER upon request.

(c) Location. Records and Transit Data shall be stored in the United States, unless otherwise approved

in writing by the OWNER. The SERVICE PROVIDER shall implement reasonable backup and disaster-recovery practices.

6.7.4 PUBLIC RECORDS COORDINATION

Upon the OWNER's request, the SERVICE PROVIDER shall promptly assist with locating, exporting, and proposing redactions to Records responsive to requests under the Alabama Public Records Law (Ala. Code § 36-12-40 et seq.), at no additional cost (subject to reimbursement of pre-approved, reasonable duplication costs only).

6.7.5 FINDINGS; COSTS; SETOFF

If an audit or inspection identifies material non-compliance, disallowed costs, or a net overcharge to the OWNER, the SERVICE PROVIDER shall reimburse the OWNER for the overcharge and the OWNER's reasonable audit costs attributable to such findings. The OWNER may withhold or set off such amounts against sums otherwise due.

6.7.6 NON-COMPLIANCE; REMEDIES

Failure to retain Records or to provide timely access/copies as required constitutes a material breach and may result in remedies including withholding, suspension, termination, or other relief under this Agreement or 2 C.F.R. § 200.339 (if applicable).

6.7.7 NO WAIVER BY PAYMENT

The OWNER's payment of any invoice does not waive its audit or recovery rights.

6.8 TECHNOLOGY, TRANSIT DATA, AND INTELLECTUAL PROPERTY

6.8.1 (a) Pre-Existing Technology and IP. The SERVICE PROVIDER retains all right, title, and interest in and to its pre-existing and independently developed software, platforms, systems, methods, documentation, and other intellectual property (collectively, "Provider Technology").

(b) License to City. The SERVICE PROVIDER grants the OWNER a non-exclusive, access capability to the Provider Technology, documentation, and limited interfaces, to operate, manage, maintain, oversee, audit, and report on the Transit System during the Agreement Term. The access includes the right to export Transit Data at no additional charge in open, machine-readable formats (e.g., CSV, JSON, GTFS/GTFS-realtime).

(c) City Ownership of Work Product. All configurations, specifications, statements of work, mappings, interface specifications, scripts, queries, reports, forms, templates, training materials, manuals, and other deliverables created specifically for the OWNER under this Agreement (excluding Provider Technology embedded therein) are "Work Product" and shall be the property of the OWNER upon creation. The SERVICE PROVIDER assigns to the OWNER all right, title, and interest in the Work Product. The SERVICE PROVIDER retains a non-exclusive license to reuse its general know-how that does not disclose the OWNER's Confidential Information or Transit Data.

(d) Transit Data—City Ownership and Access. All data created, collected, processed, or stored in performing this Agreement—including ridership, schedules, GTFS/AVL/MDT telemetry, on-time performance, incidents/safety, maintenance, fare/payment, customer service/call center, post-planning KPI, and related metadata ("Transit Data")—is and shall remain the property of the OWNER. The SERVICE PROVIDER shall not sell, license, disclose, or otherwise use Transit Data for any purpose other than performing this Agreement without the OWNER's prior written consent provided that SERVICE PROVIDER may use the Transit Data in an aggregated or de-identified manner in order to improve its products and services. Upon request and at termination/expiration, the SERVICE

PROVIDER shall deliver a full, no-charge export of Transit Data and reasonable documentation to enable its use.

(e) Security; Privacy; Breach Notice. The SERVICE PROVIDER shall implement administrative, physical, and technical safeguards consistent with industry standards (e.g., SOC 2 Type II or ISO 27001 practices), encrypt Transit Data in transit and at rest, enforce least-privilege access and MFA, and store Transit Data in the United States unless otherwise approved in writing. Actual or suspected security incidents or breaches affecting Transit Data must be reported to the OWNER within seventy-two (72) hours, with prompt cooperation, forensics, remediation, and notifications as required by law. Costs and liabilities arising from a breach to the extent caused by the SERVICE PROVIDER or its subcontractors are not Operating Expenses.

(f) No Lien; Continuity. The SERVICE PROVIDER shall not assert, and shall ensure no third-party asserts, any lien, lockout, or right of retention over the Provider Technology as against the OWNER's access to Transit Data or the OWNER's right to continue operations. The SERVICE PROVIDER shall ensure continuity of access to Transit Data during the Term and the transition period.

(g) IP Infringement Indemnity. The SERVICE PROVIDER shall defend, indemnify, and hold harmless the OWNER from third-party claims alleging that the Provider Technology or any licensed component infringes or misappropriates intellectual property rights, except to the extent the claim arises from the OWNER's unauthorized modification or combination not approved by the SERVICE PROVIDER. If use is enjoined, the SERVICE PROVIDER shall, at its expense, procure the right to continue using, replace with a non-infringing equivalent of materially equivalent functionality, or modify to become non-infringing without material loss of functionality.

(h) Marks. Each party retains ownership of its Marks. The SERVICE PROVIDER may use the OWNER's name/mark only with prior written consent and in accordance with City policy or as reasonably necessary to operate the Transit System; The OWNER may use the SERVICE PROVIDER's marks as reasonably necessary to operate the Transit System. Use shall not imply sponsorship or cause reputational harm; either party may revoke permission by written notice.

(i) No Broader Transfer. Except as expressly provided above, no right, title, or interest in either party's pre-existing intellectual property is transferred by this Agreement, by license or otherwise.

(j) Technology Continuity. The SERVICE PROVIDER shall ensure continuity of access to Transit Data and system functionality necessary to operate the Mobile Transit System throughout the Term and for a transition period of up to Thirty (30) days following expiration or termination. The SERVICE PROVIDER shall maintain and update, at its expense, a business continuity and disaster recovery plan, including provisions for transition of Transit Data, interfaces, and documentation to the OWNER or its successor operator. Upon expiration or termination, the SERVICE PROVIDER shall provide all Transit Data, API/interface documentation, configuration materials, and reasonable transition assistance to enable continuity of operations. The SERVICE PROVIDER shall not assert, and shall ensure that no third-party asserts, any lien, lockout, or right of retention that would impair the OWNER's access to Transit Data or continuity of operations

6.8.2 TRANSIT DATA — PRIVACY & SECURITY

For purposes of this §6.8.2, “**Security Incident**” means any actual or reasonably suspected unauthorized access to, acquisition or disclosure of, loss of, or inability to access **Transit Data** or **PII**; or any event materially affecting the confidentiality, integrity, or availability of systems processing Transit Data or PII; including loss or theft of devices or media containing such data.

(a) DEFINITIONS

“Transit Data” means all data created, collected, processed, maintained, stored, disclosed, or disposed of in performing this Agreement, including ridership and demand-response data (trip requests, bookings, boardings/alightings, O/D at appropriate resolution, timestamps, fares, pass products, payment tokens), accessibility accommodations, complaints, service quality, telemetry/AVL/MDT, on-time performance, incidents/safety, maintenance, and related metadata. “PII” means information that identifies or can reasonably be linked to an identifiable individual. “Security Incident” means any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, alteration, or loss of Transit Data, or loss of availability of systems handling Transit Data due to a security compromise (including ransomware). “Subprocessor” means any third party engaged by the Service Provider that processes Transit Data. “De-identified Data” means data that cannot reasonably be used to identify an individual.

(b) OWNERSHIP; USE

Ownership, access, export, and “no lockout” rights are as stated in §6.8.1. As between the Parties, Service Provider acts as a processor/service provider of Transit Data for the Owner and shall use Transit Data solely to perform this Agreement and for no other purpose (including no sale, targeted advertising, or unrelated analytics) without Owner’s prior written approval.

(c) PRIVACY; MINIMIZATION; LOCATION

Processing and storage of personally identifiable information (PII) shall occur only within the United States. **Remote access to PII from outside the United States is prohibited** unless the **OWNER, in its sole discretion**, grants **prior written approval** for a **time-bounded, revocable** exception necessary to maintain continuity of services. Any approval shall be subject to the following conditions:

1. **De-Identification First.** By default, only de-identified or aggregated Transit Data may be accessed outside the United States; access to PII offshore is permitted only where de-identification is not practicable and expressly authorized.
2. **Audit and Certification.** Any approved foreign facility or personnel must maintain information-security controls **certified** to **SOC 2 Type II** or **ISO/IEC 27001**, with current evidence provided to the OWNER upon request.
3. **Restricted Use.** Foreign access may be used only for system maintenance, bug resolution, feature development, or analytics **limited to the Mobile system**, and not for general analytics, sales, marketing, or unrelated purposes. **No persistent storage of PII outside the United States is permitted.**
4. **Access Controls & Logging.** All foreign access shall use unique identities, least privilege, multi-factor authentication, just-in-time elevation for any privileged tasks, encrypted channels, and comprehensive logging sufficient to attribute user, time, source, data accessed, and actions taken. Logs shall be retained at least two (2) years.
5. **City Oversight.** The OWNER may audit compliance and request access logs for any foreign access.
6. **Enhanced Indemnity.** Notwithstanding any limitation of liability, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the OWNER from any claims, costs, damages, or penalties arising out of or relating to any foreign access or breach.

(d) SECURITY PROGRAM

SERVICE PROVIDER shall maintain a written information-security program aligned to SOC 2 Type II or ISO/IEC 27001 practices, including at minimum: encryption in transit and at rest (using

FIPS 140-2/3-validated cryptographic modules where available); US-resident key management; role-based access control and least privilege; **no standing privileged access** (just-in-time elevation); multi-factor authentication for privileged and remote access; timely patching and vulnerability management; logging and monitoring; endpoint protection; secure configuration/hardening and change management; personnel background checks commensurate with role; and annual security awareness training.

(e) ASSESSMENTS; ATTESTATIONS; REMEDIATION

Upon request (no more than annually, or following any material Security Incident), SERVICE PROVIDER shall within ten (10) business days provide a current SOC 2 Type II report or ISO/IEC 27001 certificate (or an independent third-party assessment summary), plus executive summaries of third-party penetration tests. SERVICE PROVIDER shall remediate Critical findings within 15 days, High within 30 days, and Medium within 60 days of discovery or receipt of report, or pursuant to a corrective-action plan acceptable to the OWNER.

(f) SUBPROCESSORS

Subprocessors with access to Transit Data require the OWNER's prior written consent and written agreements that flow down obligations at least as protective as this §6.8.2. SERVICE PROVIDER shall maintain and, upon request, provide an up-to-date list of approved Subprocessors and give at least thirty (30) days' advance notice of any addition or material change. The OWNER may reasonably object; if not resolved within fifteen (15) days, SERVICE PROVIDER shall propose a removal or mitigation plan acceptable to the OWNER. SERVICE PROVIDER remains **fully responsible** for Subprocessors.

(g) SECURITY INCIDENTS; NOTICE; COOPERATION

SERVICE PROVIDER shall notify the OWNER without undue delay and in no event later than seventy-two (72) hours after discovery of a Security Incident, and immediately (same day) if the incident materially disrupts operations or threatens safety, or earlier if required by applicable law. Initial notice shall describe known facts, affected systems/data, preliminary containment steps, and a point of contact. SERVICE PROVIDER shall (i) promptly take all necessary containment, mitigation, and remediation; (ii) cooperate fully with the OWNER, including access to relevant logs and personnel; (iii) preserve evidence; and (iv) within ten (10) business days provide a written root-cause analysis and corrective-action plan. **Required notifications to individuals/regulators, credit monitoring, call-center support, forensics, and similar costs—to the extent caused by SERVICE PROVIDER or its Subprocessors—are not Operating Expenses, are outside any NTE, and are borne by SERVICE PROVIDER, notwithstanding any limitation of liability.** No public announcement regarding a Security Incident shall be made without the OWNER's prior written approval, except as required by law.

(h) RETENTION; RETURN; DESTRUCTION

SERVICE PROVIDER shall follow the OWNER's records-retention and legal-hold directives. Upon the OWNER's request and at termination/expiration, SERVICE PROVIDER shall within thirty (30) days: (i) deliver to the OWNER, at no additional charge, all Transit Data in a mutually agreed, machine-readable open format together with available data dictionaries; and (ii) securely destroy remaining copies (excluding legally required backups) and provide a written certificate of destruction. Destruction shall conform to NIST SP 800-88 (or successor). Backups retained for legal or disaster-recovery purposes shall remain subject to this §6.8.2, be US-resident, and be destroyed on the next scheduled media cycle after the hold is lifted.

(i) AUDIT; ACCESS TO CONTROLS

Upon reasonable prior notice and no more than annually (or after a material Security Incident), the OWNER and its designees may review SERVICE PROVIDER's policies, procedures, and control evidence relevant to this §6.8.2, on-site or remotely, subject to reasonable confidentiality and safety constraints and without undue disruption of operations.

(j) NO LOCKOUT; NO LIEN

SERVICE PROVIDER shall not assert, and shall ensure no third-party asserts, any lien, lockout, or other restriction that impedes the OWNER's **continuous access** to Transit Data or to systems necessary to export Transit Data, **including during disputes, nonpayment, or transition assistance**.

(k) NO MATERIAL DEGRADATION; CHANGES

SERVICE PROVIDER shall not materially reduce the administrative, technical, or physical safeguards described in this §6.8.2 without the OWNER's prior written approval.

(l) SURVIVAL

This §6.8.2 survives termination or expiration of the Agreement for so long as SERVICE PROVIDER or any Subprocessor retains Transit Data.

(m) FOREIGN DATA INCIDENTS — PROVIDER RESPONSIBILITY

Any security incident, breach, loss, or unauthorized access involving Transit Data or PII that **occurs outside the United States**, or that results from foreign access approved under this Section, shall be deemed **outside** the scope of reimbursable Operating Expenses and the Annual Not-to-Exceed limitation. **Notwithstanding any limitation of liability**, the SERVICE PROVIDER shall bear **all** costs, liabilities, penalties, damages, and expenses associated with such incident, including attorneys' fees and expert costs. The OWNER may **offset** such amounts against sums otherwise due under this Agreement. *(SERVICE PROVIDER shall maintain cyber-liability insurance with limits not less than \$5,000,000 per claim/\$5,000,000 aggregate, naming the City as additional insured where available, and shall apply such proceeds first to these obligations.)*

6.8.3 NON-EXCLUSIVITY; CONFLICTS; RESOURCE COMMITMENT

The OWNER acknowledges that the SERVICE PROVIDER performs similar services for other clients, and nothing herein grants exclusivity to the OWNER or prohibits such other engagements, provided that:

- a) No Conflict or Impairment.** Other engagements shall not create an actual or apparent organizational conflict of interest **or** impair the SERVICE PROVIDER's ability to meet this Agreement's service levels, KPIs once established, schedules, or staffing commitments (including GM exclusivity under §4.1.2).
- b) Dedicated Resources.** The SERVICE PROVIDER shall furnish and maintain sufficient qualified personnel, equipment, and systems to perform hereunder without diverting resources committed to the Mobile Transit System. City-funded or City-owned assets may not be used for third-party work.
- c) Confidentiality & Data.** The SERVICE PROVIDER shall not use, disclose, aggregate, de-identify for external use, or license the OWNER's Confidential Information, Transit Data, or Work Product for the benefit of any third party, except as expressly permitted by this Agreement.
- d) Disclosure & Mitigation.** The SERVICE PROVIDER shall promptly disclose to the OWNER any actual or potential conflict of interest and propose a written mitigation plan. The OWNER may require additional mitigation, restrict assignments, or, if unresolved, disallow the conflicted work or exercise its contractual remedies.
- e) Marks/Endorsements.** The SERVICE PROVIDER shall not imply City endorsement of services to others or use City Marks except as permitted under §6.8.

Nothing herein limits the OWNER's right to procure similar services from others or to operate parallel/successor solutions.

6.8.4 MARKS; BRANDING; PUBLICITY

(a) Ownership. Each party retains all right, title, and interest in its respective Marks and associated goodwill. All goodwill arising from SERVICE PROVIDER's use of the City Marks inures solely to the City.

(b) License to City Marks (City to Service Provider). Subject to this Agreement, the City grants SERVICE PROVIDER a limited, non-exclusive, non-transferable, revocable license to use the City Marks **solely** within Mobile County and **solely** as necessary to operate, market, and communicate about the City's transit system during the Term. SERVICE PROVIDER shall comply with the **Brand Guidelines (Exhibit D)**, including any listed pre-approvals (vehicle livery, facility signage, uniforms, domains/social handles, websites/apps and app-store listings, and press releases). Routine rider notices consistent with City-approved templates are deemed approved. No modifications to the City Marks without the City's prior written approval. No implied endorsement beyond services under this Agreement.

(c) License to Service Provider Marks (Service Provider to City). The SERVICE PROVIDER grants the City a limited, non-exclusive, non-transferable, revocable license to use the SERVICE PROVIDER's Marks **as reasonably necessary to operate, manage, and communicate about the transit system**, including for co-branding on City websites, notices, and required public communications. Such use shall not imply the City's endorsement of the SERVICE PROVIDER's products or services outside this Agreement and shall not cause reputational harm. The SERVICE PROVIDER may provide reasonable written brand-use parameters for such marks, which the City will consider in good faith to the extent consistent with City policy and law.

(d) NO IMPLIED ENDORSEMENT; DISCLAIMERS

Neither party shall state or imply government endorsement, certification, or sponsorship of the other's products or services. When reasonably requested by the OWNER, the SERVICE PROVIDER shall include an attribution/disclaimer approved by the OWNER.

(e) Brand Guidelines; Quality Control; Revocation. SERVICE PROVIDER shall comply with the City's **Brand Guidelines (Exhibit D)**. The City may review any use of the City Marks and require correction within **five (5) business days**, or immediate takedown for safety/reputation concerns. The City may reasonably update the Brand Guidelines by written notice; updates apply prospectively and will not require removal of previously approved, in-field items until replacement in the ordinary course unless the City directs earlier correction for material concerns. Vehicle wrap design, production, installation, and end-of-term removal is included in appropriation unless due to a City-directed scope change. Wraps must meet the City's Brand Guidelines and manufacturer specifications.

(f) PUBLICITY/PRESS/SOCIAL

Press releases, public announcements, marketing materials, paid advertisements, and website/social media posts referring to the other party or using its Marks require the other party's prior written approval (email is sufficient). Routine operational notices to riders approved by the OWNER are not "publicity."

(g) RESTRICTIONS

No party may (i) register, apply for, or challenge the other party's Marks; (ii) alter, combine, or create confusingly similar marks; (iii) sublicense the other party's Marks; or (iv) use the other party's Marks for political messaging or lobbying.

(h) SURVIVAL

Upon expiration/termination, all rights to use the other party's Marks cease, except for the OWNER's limited transition license in subsection (b).

(i) Domains, Social Handles, App Listings. Any domain name, URL, social-media handle, or app-store listing that includes or incorporates the City Marks must be **registered to and owned by the City**. Access may be delegated to SERVICE PROVIDER for performance. SERVICE PROVIDER

shall not register, reserve, or acquire such assets in its own name; any such asset is held in trust for the City and assigned upon request.

(j) Prohibited Registrations; No Challenges. SERVICE PROVIDER shall not register, apply for, or challenge any City Mark; shall not create confusingly similar marks; and shall not use City Marks for political messaging or lobbying.

(k) Co-Branding Priority. On rider-facing materials, the City Marks are primary and the SERVICE PROVIDER's marks, if used, are secondary as provided in the Brand Guidelines.

(l) Service Rebrand. The parties agree that SERVICE PROVIDER will pay for the wrapping of vehicles associated with the planned re-brand of the fleet. The parties will work together to identify funding sources for this capital cost and will mutually agree on the appropriate timeline.

6.8.5 BRAND INTEGRITY; REVOCATION OF PERMISSION

Use of either party's Marks must not be false, misleading, or reasonably likely to disparage or cause reputational harm to that party. Either party may revoke permission for any specific use by written notice stating the basis. Upon receipt, the other party shall:

- 1) Digital/media: remove or disable the use within 24 hours;
- 2) New/ongoing materials: cease further production immediately;
- 3) Physical assets (e.g., buses, signs): remove, cover, or replace the Marks within 30 days (or sooner if directed for material concerns).

For urgent, material concerns (e.g., safety, scandal, misrepresentation), the revoking party may require immediate cessation. Revocation does not waive either party's other rights or remedies, and prior approvals do not create continuing rights. Nothing limits the City's right to remove Marks from City-owned property or platforms at any time.

Account/App Transfers; Design Files; DBA Withdrawal. Upon expiration or termination (or upon written request as part of transition), SERVICE PROVIDER shall: (1) transfer to the City all administrative rights, credentials, and control of any domains, social-media handles, and app-store listings that include or incorporate the City Marks; (2) deliver to the City all native design/source files for City-funded or City-branded materials; and (3) withdraw any DBA/trade-name filings that include "THE WAVE" or a confusingly similar name. These obligations survive expiration or termination.

7.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; INTEGRATION.

7.1.1 (a) CONTRACT DOCUMENTS

The following documents, listed in order of precedence, constitute the entire agreement between the parties (collectively, the "Contract Documents"). In the event of a conflict or inconsistency among them, the document appearing earlier in the list controls (unless a later Modification expressly states otherwise):

1. This Agreement (including all Exhibits and any Owner-issued Modifications such as amendments or change orders);
2. Exhibit A – Scope of Services, Exhibit D – City of Mobile Brand Guidelines (THE WAVE); and any other Exhibits attached to this Agreement (e.g., Insurance & Indemnity Requirements, Pricing/Fee Schedule, Data & Security Requirements, Federal Requirements/FTA Flow-Downs);
3. The Request for Proposals – Transit Service Provider dated June 20, 2025, including all Addenda;

4. The SERVICE PROVIDER's Proposal dated July 25, 2025, including any Best and Final Offer (incorporated for descriptive and pricing purposes only and only to the extent consistent with Items 1–3).

Notwithstanding the order above, on matters of visual presentation and brand usage of the City Marks, Exhibit __ controls unless the City provides a contrary written instruction for a specific instance.

(b) EVIDENTIARY/COMPLIANCE MATERIALS

The following are required for compliance or evidence of eligibility/coverage, but do **not** create independent contractual obligations, modify the Contract Documents, or change the order of precedence: (i) Certificates of Insurance and endorsements; (ii) State of Alabama business entity/registration records; (iii) E-Verify enrollment documentation; (iv) Office of Supplier Diversity – Subcontractor and Major Supplier Plan and supporting “good faith effort” documentation.

(c) MODIFICATIONS

A “Modification” is a written amendment, change order, or task order executed by the OWNER in accordance with this Agreement. No other communication (including emails, meeting minutes, or invoice terms) shall constitute or effect a Modification.

(d) INTEGRATION; NO OTHER TERMS

The Contract Documents constitute the entire agreement and supersede all prior or contemporaneous negotiations or representations, written or oral. The OWNER expressly rejects any additional or inconsistent terms contained in quotations, proposals (beyond Item 4 as limited above), order forms, click-throughs, shrink-wrap, or invoices.

(e) COMPLIANCE WITH LAW/GRANTS

Applicable Federal, State, and local laws, regulations, and grant requirements (including FTA flow-downs referenced in the Federal Requirements Exhibit) are incorporated by reference and govern performance. Where such requirements conflict with other Contract Documents, the OWNER's compliance obligations under law and grant terms control.

(f) AVAILABILITY

The OWNER will provide or make available copies of all Contract Documents (including incorporated RFP and Addenda). The SERVICE PROVIDER is responsible for reviewing them and promptly notifying the OWNER of any discovered conflict, ambiguity, or discrepancy.

7.1.2 BINDING EFFECT; ASSIGNMENT; SUBCONTRACTING; CHANGE OF CONTROL

Binding effect applies; Assignment/Change of Control/Subcontracting are governed by §23.1.

7.1.3 ENTIRE AGREEMENT; INTEGRATION; AMENDMENTS

This Agreement (including its Exhibits and the documents incorporated under §7.1) constitutes the entire and integrated agreement between the OWNER and the SERVICE PROVIDER and supersedes all prior or contemporaneous negotiations, representations, proposals, and understandings, whether written or oral, relating to its subject matter. The SERVICE PROVIDER's Proposal and the RFP/Addenda are included only as provided in §7.1; in the event of any conflict, this Agreement controls.

No amendment, modification, waiver, or change is effective unless set forth in a written instrument expressly identified as such and signed by duly authorized representatives of both parties (for the City, the authorized official designated by law or policy). Quotes, order forms, invoices, click-through/shrink-wrap terms, emails, course of dealing, or trade usage do not amend or supplement this

Agreement. Each party acknowledges that it has not relied on any statement or promise not expressly set forth in the Contract Documents.

7.1.4 AUTHORITY; ORGANIZATION; ENFORCEABILITY; NO CONFLICTS; CONSENTS

Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction (and, for the SERVICE PROVIDER and any Local Operator, authorized to do business in Alabama); (b) this Agreement has been duly authorized by all necessary action and executed by a duly authorized signatory; (c) this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms (subject to applicable laws affecting creditors' rights generally); (d) the execution, delivery, and performance of this Agreement do not conflict with or violate its governing documents, applicable law, or any material contract to which it is a party; and (e) all consents, approvals, and filings required for its execution, delivery, and performance have been obtained or made.

7.2 SPECIAL REQUIREMENTS

7.2.1 FEDERAL REQUIREMENTS; UNIFORM GUIDANCE; FTA FLOW-DOWNS

(a) Applicability. To the extent any portion of this Agreement is financed in whole or in part with Federal funds, the SERVICE PROVIDER shall comply with all applicable Federal laws, regulations, executive orders, grant terms/conditions, and guidance, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) (the "Uniform Guidance") and applicable FTA requirements.

(b) Documents Incorporated. The Federal requirements set forth in Exhibit B (Federal Clauses/FTA Flow-Downs) are incorporated by reference and are binding on the SERVICE PROVIDER and all tiers of subcontractors to the extent applicable to the scope, dollar value, and funding source(s) of the work.

(c) Updates/Changes in Law. The parties acknowledge that Federal requirements may be amended or newly issued after execution. If a change is mandatory for this Agreement (including as a condition of continued Federal participation), the SERVICE PROVIDER shall comply, and the parties shall execute any documents reasonably necessary to memorialize such change. If compliance materially increases or decreases the cost or time of performance, the SERVICE PROVIDER shall promptly notify the OWNER in writing with supporting details, and the parties will negotiate an equitable adjustment (subject to appropriation and the Agreement's NTE) via written modification.

(d) Flow-Down; SAM/Debarment. The SERVICE PROVIDER shall flow down all applicable Federal requirements to every lower-tier subcontract and supplier. The SERVICE PROVIDER shall not enter into or continue any subcontract with a party that is debarred or suspended under 2 C.F.R. Parts 180 and 1200, and shall maintain current SAM.gov registration for itself and all covered subs during the Term.

(e) Representative Federal Requirements (as applicable and set out in Exhibit C). Without limitation:

1. Program Fraud and False or Fraudulent Statements; No Federal Government Obligations to Third Parties.
2. Civil Rights; Title VI; EEO; ADA/Section 504; DBE (49 C.F.R. Part 26).
3. Drug & Alcohol Testing (49 C.F.R. Part 655); PTASP/SMS (49 C.F.R. Part 673).

4. Buy America (49 U.S.C. § 5323(j); 49 C.F.R. Part 661) and Domestic Preferences (2 C.F.R. § 200.322), as applicable.
5. Restrictions on Lobbying (31 U.S.C. § 1352; 49 C.F.R. Part 20) and related certifications.
6. Access to Records and Reports (49 U.S.C. § 5325(g); 2 C.F.R. § 200.337); Records Retention (2 C.F.R. § 200.334).
7. Prohibition on Certain Telecommunications/Video Surveillance (2 C.F.R. § 200.216).
8. Energy Conservation; Clean Air/Clean Water; Cargo Preference/Fly America where applicable.
9. Termination; Disputes; Changes; Remedies clauses required by 2 C.F.R. § 200.327/Appendix II.

(f) Order of Precedence. In case of conflict between Exhibit C and other Contract Documents, the interpretation that best satisfies Federal requirements and preserves Federal participation shall control, unless the Federal Government determines otherwise.

(g) No Waiver. Failure by the OWNER to specifically reference a Federal requirement does not waive the SERVICE PROVIDER's obligation to comply where applicable.

7.2.2 LICENSES, PERMITS, REGISTRATIONS, AND APPROVALS

(a) Obtain and Maintain. The SERVICE PROVIDER shall obtain, maintain, and keep in good standing all governmental registrations, licenses, permits, approvals, and certifications required by applicable Federal, State, and local laws and regulations to perform the services under this Agreement, and shall comply with all conditions thereof at all times.

(b) Condition Precedent to NTP. Prior to Notice to Proceed, the SERVICE PROVIDER shall provide evidence of (i) authority to do business in Alabama; (ii) City of Mobile business license; and (iii) any other required operating authorizations applicable to the initial scope of services.

(c) Cost Allocation.

1. Provider Corporate Qualifications (e.g., incorporation/qualification filings, franchise taxes, professional licenses, business licenses not specific to this project) are the SERVICE PROVIDER's sole cost and not reimbursable.
2. Project-Specific Permits/Fees directly and exclusively required to operate the Mobile Transit System (e.g., vehicle registrations, inspections, route-specific permits) may be reimbursable only if pre-approved in writing by the OWNER and within the Annual NTE, per §6.1 and §2.1(O).

(d) Proof; Notice of Adverse Action. Upon request, the SERVICE PROVIDER shall promptly provide copies of required licenses/permits and evidence of good standing. The SERVICE PROVIDER shall notify the OWNER in writing within two (2) business days of any suspension, revocation, expiration, or material restriction affecting any required authorization and shall propose an immediate mitigation plan.

(e) No Performance Without Authorization; Remedies. The SERVICE PROVIDER shall not perform regulated activities without the required authorization(s). Failure to obtain or maintain required authorizations constitutes a material breach. The OWNER may suspend affected work and/or withhold payment until cured, without prejudice to other remedies.

8.1 INSURANCE REQUIREMENTS

Intent. It is the intent of the City that all insurance required under this Agreement provide full and reliable coverage to protect the City and the public. Self-insured retentions (“SIRs”) or deductibles in excess of Twenty-Five Thousand Dollars (\$25,000) are not acceptable unless supported by a fronting policy, provided to the OWNER no later than the first day of the contract term, issued by an insurer admitted to do business in the State, ensuring that such insurer remains fully and primarily liable for all covered claims.

(a) General. Prior to Notice to Proceed and throughout the Term (and any required survival periods), the SERVICE PROVIDER shall procure and maintain insurance issued by insurers licensed in Alabama with an A.M. Best rating of **A- VII** or better. Policies shall (i) name the City of Mobile as Additional Insured on liability coverages, (ii) be primary and non-contributory with any City coverage, and (iii) include a waiver of subrogation in favor of the City where permitted by law. Evidence of coverage shall be provided on ACORD certificates with copies of required endorsements attached. Policies shall ensure the SERVICE PROVIDER and any approved Local Operator; subcontractors must carry coverage as set out in subsection (i).

(b) Workers’ Compensation and Employers’ Liability.

1. Workers’ Compensation: Statutory limits as required by Alabama law.
2. Employers’ Liability: \$1,000,000 each accident / disease policy limit / disease each employee.
3. Borrowed Servant/Alternate Employer endorsement in favor of the City.

(c) Commercial General Liability (CGL). Occurrence form, ISO CG 00 01 or equivalent, including products/completed operations, independent contractors, and blanket contractual liability:

1. \$1,000,000 each occurrence; \$10,000,000 general aggregate per project; \$1,000,000 personal and advertising injury; \$10,000,000 products/completed operations aggregate.
2. Additional Insured: ISO CG 20 10 (10/01 or later) and CG 20 37 (10/01 or later) or equivalent, providing ongoing and completed operations status; primary & non-contributory endorsement.

(d) Automobile Liability. \$5,000,000 combined single limit per accident for owned, hired, and non-owned autos (including buses and support vehicles used in performance). If no owned autos, hired/non-owned coverage is required; if no vehicles are used, this requirement may be waived in writing by the City.

(e) Umbrella/Excess Liability. \$5,000,000 each occurrence and aggregate, follow-form over Employers’ Liability, CGL, and Auto, affording Additional Insured, primary & non-contributory, and waiver of subrogation protections to the same extent as the underlying policies.

(f) Professional Liability (Errors & Omissions).

1. Limits: \$1,000,000 each claim / \$1,000,000 aggregate (higher limits may be required for Special Projects).
2. Claims-made policies shall have a retroactive date no later than the Effective Date and include extended reporting of at least two (2) years following completion or termination (or continuous renewal without gap).

(g) Cyber/Privacy & Network Security Liability (applicable to technology platform and data handling).

- Third-Party Liability (privacy, security failure, regulatory): \$5,000,000.
- First-Party (breach response/forensics, crisis management, business interruption incl. contingent, data restoration, cyber extortion): \$5,000,000.
- Cyber Crime (funds transfer fraud & computer fraud): \$1,000,000 each.
- Retroactive date no later than Effective Date; one (1) year extended discovery/ERP at project end if claims-made.
- The City shall be scheduled as Additional Insured or an equivalent vicarious liability beneficiary where available; at minimum, policies shall include contractual liability for indemnity obligations. *(Note: Additional insured is not available on certain cyber forms; equivalent status is acceptable.)*

(h) Fronting Document; Certificates/Endorsements

- Provide COIs within ten (10) days of contract issuance and before NTP, and upon renewal. Attach endorsements evidencing Additional Insured (CGL/Umbrella/Auto), Primary & Non-Contributory, Waiver of Subrogation (WC/CGL/Auto/Umbrella), and any Borrowed Servant/Alternate Employer endorsements.

(i) Deductibles and Self-Insured Retentions.

All deductibles and self-insured retentions (“SIRs”) under the SERVICE PROVIDER’s insurance policies shall be the sole responsibility of the SERVICE PROVIDER, including defense costs. Deductibles or SIRs in excess of Twenty-Five Thousand Dollars (\$25,000) require the City’s prior written approval. Any deductible or SIR in excess of Twenty-Five Thousand Dollars (\$25,000) without a fronting policy issued by an admitted insurer shall be unacceptable. The City may, in its sole discretion, require the SERVICE PROVIDER to provide a letter of credit, bond, or other financial security acceptable to the City to secure the SERVICE PROVIDER’s deductible and SIR obligations.

(j) Subcontractors. The SERVICE PROVIDER shall require all tiers of subcontractors to carry insurance no less than these requirements (as appropriate to their scope), including Additional Insured, primary & non-contributory, and waiver of subrogation in favor of the City, and shall collect and maintain COIs/endorsements prior to mobilization.

(k) Policy Changes/Cancellation. Policies shall provide 30 days’ prior written notice to the City of cancellation, non-renewal, or material reduction in coverage (10 days for non-payment of premium). If the carrier cannot provide such notice, the SERVICE PROVIDER shall notify the City in writing within three (3) business days after knowledge of such change and shall not proceed without continuous coverage.

(l) No Limitation; City Rights. Insurance required herein does not limit the SERVICE PROVIDER’s obligations or liability under this Agreement. The City’s review/acceptance of COIs or endorsements is not a waiver of requirements. Failure to maintain required insurance is a material breach, for which the City may withhold payments, suspend work, or terminate for cause.

(m) Survival. Where applicable (e.g., completed operations, claims-made professional/cyber), coverage shall continue for the survival periods stated above.

9.1 WARRANTIES. The SERVICE PROVIDER represents and warrants that:

(a) Conformance & Standard of Care. From the Effective Date through expiration/termination, all services will (i) conform in all material respects to this Agreement and Exhibit A (Scope of Services); and (ii) be performed in a timely, professional, and workmanlike manner consistent with generally accepted transit industry practice.

(b) Compliance with Law. Services, deliverables, equipment configuration, and operations will at all times comply with applicable Federal, State, and local laws and regulations (including FTA

requirements, ADA/Section 504, Title VI/EEO, safety plans, drug & alcohol testing, and data/privacy/security obligations set forth herein).

(c) Personnel & Qualifications. Personnel assigned will be properly qualified, licensed/certified, and trained for their assigned duties.

(d) No Malicious Code; Rights to Provide. Any software or configuration furnished by the SERVICE PROVIDER will be free from malicious code or disabling devices and the SERVICE PROVIDER has and will maintain all rights necessary to provide the services and licenses contemplated by this Agreement (IP indemnity addressed elsewhere).

(e) Pass-Through Warranties. The SERVICE PROVIDER will pass through to the OWNER, to the extent permitted, all manufacturer/vendor warranties on equipment and materials acquired with City or grant funds.

(f) Remedy/Cure. At no additional cost to the OWNER, the SERVICE PROVIDER shall promptly correct any nonconformity or failure to meet this warranty after written notice: (i) critical safety or service-affecting issues—immediate mitigation and correction as soon as commercially reasonable; (ii) other issues—within ten (10) business days, or such shorter period as the OWNER reasonably requires. Repeated or material failures constitute a material breach and are subject to remedies (including withholding, service credits if applicable, and termination).

(g) No Waiver by Payment/Acceptance. The OWNER's review, acceptance, or payment does not waive these warranties.

(h) Survival. These warranties apply throughout the Term. For discrete deliverables (e.g., reports, configurations, integrations), warranties survive twelve (12) months after acceptance of the deliverable.

Exceptions. The warranties do not apply to nonconformities to the extent caused solely by the OWNER's misuse or unauthorized modification contrary to the SERVICE PROVIDER's written instructions.

9.1.2 NO ABSOLUTE GUARANTEE; CONTINUITY OBLIGATIONS UNAFFECTED

The SERVICE PROVIDER does not warrant that the Transit System or any associated technology will be uninterrupted or error-free at all times. However, the SERVICE PROVIDER shall (i) meet all service levels/schedules in Exhibit A; (ii) use commercially reasonable efforts to prevent, minimize, and promptly remediate interruptions and errors; (iii) maintain redundancy, backups, monitoring, and incident response consistent with industry practice; (iv) provide advance written notice of planned maintenance and schedule it during off-peak periods where practicable; and (v) correct nonconformities at no additional cost under §9.1(f).

For clarity, this subsection does not limit (A) the express warranties in §9.1, (B) data/privacy/security obligations and breach remedies, or (C) the OWNER's rights for material breach, negligence, willful misconduct, or failure to meet service activation schedules and/or post-planning KPIs.

10.1 INDEMNIFICATION AND DEFENSE BY SERVICE PROVIDER.

10.1.1 CONSTRUCTION; LIMITATIONS

This Section shall be applied only to the extent permitted by Alabama law. Nothing herein requires the SERVICE PROVIDER to indemnify or defend the City for the City's sole negligence or willful misconduct.

10.2 INDEMNIFICATION AND DEFENSE BY SERVICE PROVIDER

(a) Duty to Defend and Indemnify. To the fullest extent permitted by Law, the SERVICE PROVIDER shall defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City of Mobile and its officers, elected officials, boards, employees, and agents (collectively, the “City Indemnitees”) from and against any and all Claims (including third-party claims and the City’s own direct losses) and all related damages, losses, liabilities, fines, penalties, judgments, settlements, and costs (including reasonable attorneys’ and expert fees and costs of investigation and enforcement), to the extent arising out of or relating to:

1. **Performance/Breach.** Any breach of this Agreement by the SERVICE PROVIDER, the Local Operator, or their employees, agents, or subcontractors of any tier (collectively, “**Provider Parties**”);
2. **Bodily Injury/Property Damage.** **Bodily injury (including death) or damage to or loss of tangible property**, including those arising from the operation of vehicles or equipment, to the extent caused by Provider Parties;
3. **Employment/Labor.** Any employment, wage/hour, benefits, workers’ compensation, unemployment, OSHA/safety, discrimination/harassment/retaliation, immigration (including E-Verify), or related claim brought by or on behalf of personnel of Provider Parties;
4. **Liens/Payment.** Failure to pay subcontractors or suppliers and any resulting liens, stop notices, or payment bond claims;
5. **Privacy/Security/Confidentiality.** Any **Security Incident**, data breach, unauthorized access/use/disclosure, or loss of **Transit Data, PII, or City Confidential Information, arising out of Provider Parties’ systems, services, or activities** (including vendors/subprocessors), and all associated investigation, remediation, notifications, credit monitoring, regulatory responses, service restoration, and third-party claims;
6. **Intellectual Property.** Any claim that the Services, deliverables, software, documentation, or other materials furnished or used by Provider Parties **infringe, misappropriate, or violate** any patent, copyright, trademark, trade secret, or other IP/proprietary right;
7. **Regulatory/Legal Violations.** Fines, penalties, assessments, or orders **to the extent caused by Provider Parties’ violation of Law**; and
8. **Hazardous Materials.** The release of hazardous or regulated materials by Provider Parties in connection with the Services.

(b) IP Remedies. In addition to the obligations above, if an IP claim is asserted or threatens the City’s use of the Services or deliverables, the SERVICE PROVIDER shall promptly, at its sole cost and without material degradation of functionality: **(i)** procure the City’s right to continue using them; **(ii)** modify or replace them with non-infringing, functionally equivalent items; or, if (i) and (ii) are not commercially reasonable, **(iii)** remove the affected items, **refund all amounts paid for the affected items/Services** (on a straight-line basis for any prepaid terms), and **reimburse the City’s reasonable transition costs**. The IP indemnity does not apply to claims to the extent arising from City-provided materials not specified or supplied by the SERVICE PROVIDER, or **modifications** made by the City outside the SERVICE PROVIDER’s documentation and without its written approval.

(c) Defense, Tender, and Settlement. The duty to defend is triggered upon the City’s written tender and shall continue until final resolution. The City may participate at its own expense. The SERVICE PROVIDER shall not settle any claim **(i)** that imposes any non-monetary obligation on a City Indemnatee, **(ii)** that admits liability or fault on behalf of a City Indemnatee, or **(iii)** that fails to provide a full and unconditional release of the City Indemnitees, **without the City’s prior written consent** (not to be

unreasonably withheld). If the SERVICE PROVIDER fails to assume or diligently prosecute the defense, the City may do so, and the SERVICE PROVIDER shall reimburse all reasonable defense costs.

(d) Priority; Insurance; SIRs. The indemnity obligations are **primary and non-contributory** with any insurance maintained by the City. **Deductibles and self-insured retentions** under the SERVICE PROVIDER's policies are the SERVICE PROVIDER's sole responsibility.

(e) Relationship to Limits; Survival. The obligations in this Section **are not limited** by any insurance coverage, by the availability of insurance proceeds, or by any limitation of liability in this Agreement (see §[Limitation of Liability] carve-outs). These obligations **survive** expiration or termination of the Agreement.

(f) Definitions. “**Claims**” means any claims, demands, suits, actions, arbitrations, regulatory investigations, administrative proceedings, or government inquiries.

(g) Proportionate Fault. Nothing herein requires the SERVICE PROVIDER to indemnify the City Indemnitees for the **City's sole negligence or willful misconduct**; however, the SERVICE PROVIDER shall indemnify **to the extent** of Provider Parties' proportionate fault.

10.3 DUTY TO DEFEND; CONTROL; SETTLEMENT

Upon the City's tender, the SERVICE PROVIDER shall promptly assume the defense with counsel reasonably acceptable to the City. The City may participate with its own counsel at its expense. The SERVICE PROVIDER shall not settle any claim that (i) imposes non-monetary obligations on, (ii) admits fault of, or (iii) fails to provide a full release for, any City Indemnitee without the City's prior written consent. If the SERVICE PROVIDER fails to defend when required, the City may defend and recover its reasonable fees and costs from the SERVICE PROVIDER to the extent of the SERVICE PROVIDER's indemnity obligations.

10.4 PROFESSIONAL SERVICES—INSURANCE-BACKED DEFENSE

Without limiting §10.2, the SERVICE PROVIDER shall defend the City Indemnitees against claims arising out of the rendering of or failure to render professional services by the SERVICE PROVIDER or its agents to the extent covered by the SERVICE PROVIDER's professional liability insurance required herein.

10.5 DESIGN-PROFESSIONAL SAVINGS CLAUSE

The parties acknowledge this Agreement concerns transit operations/management and does not contemplate design-professional services. If and to the extent any services performed hereunder are later determined to constitute the “professional services of a design professional” within the meaning of Ala. Code § 41-9A-3 (as amended), then the indemnification, defense, additional-insured, and standard-of-care obligations shall be construed and enforced only to the extent permitted by § 41-9A-3, and any inconsistent language herein shall be deemed conformed to that statute without affecting the remainder of this Section.

10.6 NO LIMITATION BY INSURANCE OR NTE; SETOFF

These obligations are independent of and not limited by required insurance, coverage limits, or any Not-to-Exceed or budget caps. The City may withhold or set off amounts reasonably incurred in connection with a claim subject to indemnification to the extent of the SERVICE PROVIDER's obligations.

10.7 NOTICE; COOPERATION; NO PREJUDICE

The City will provide prompt written notice of claims for which indemnity is sought (delay not relieving obligations except to the extent of material prejudice). The parties shall cooperate in good faith, share non-privileged information, and preserve privileges.

10.8 LIMITATION OF LIABILITY

(a) No Indirect Damages. Except for the **Carve-Outs** below, neither Party is liable to the other for indirect, incidental, special, consequential, reliance, or punitive damages, or lost or imputed profits, even if advised of the possibility. For avoidance of doubt, the reasonable, documented costs to restore, recover, or recreate City data (from backups or otherwise) are direct damages and not excluded.

(b) Cap on Liability. Except for the **Carve-Outs**, each Party's total liability for all claims arising out of or related to this Agreement shall not exceed the greater of: (i) Twelve Million Dollars (US \$12,000,000) per claim or series of related claims above insurance coverage, or (ii) the per-occurrence limit of the insurance required of the SERVICE PROVIDER under §[Insurance]. The foregoing cap applies in the aggregate to all theories of liability for such claim(s).

(c) Carve-Outs (Uncapped). The limitations in (a) and (b) **do not apply** to:

1. **Data Breach/Privacy-Security:** breach of §[Privacy/Security], unauthorized disclosure of City **PII** or **Confidential Information**, security incidents, and associated response, notification, credit monitoring, remediation, regulatory inquiries, and third-party claims;
2. **IP Infringement:** infringement, misappropriation, or violation of IP or proprietary rights and the related defense/indemnity;
3. **Willful Misconduct/Gross Negligence/Fraud;**
4. **Violation of Law/Regulatory Fines** to the extent caused by the SERVICE PROVIDER;
5. **Failure to Maintain Required Insurance;**
6. **Return/Protection of City Property and Data** (including failure to deliver or delete/return as required).

(d) Payment Obligations. The Parties' obligations to pay undisputed amounts due for properly performed Services and valid, approved pass-throughs are not subject to the cap, but such amounts shall not be treated as damages.

(e) No Sole Remedy; Equitable Relief. The foregoing does not limit either Party's right to equitable or injunctive relief (including to protect City data, systems, or Confidential Information) or the City's rights to service credits, liquidated damages, withhold/offset, or other remedies expressly provided in this Agreement.

(f) Allocation of Risk. The limitations herein are an agreed allocation of risk and shall apply **to the maximum extent permitted by Law**.

10.9 SURVIVAL

This Section survives expiration or termination of the Agreement.

11.1 LEGAL COUNSEL; CONTROL; COST ALLOCATION

(a) City Control; No Vendor Representation. The City Attorney (or designee) controls all legal matters for the Mobile Transit System. The SERVICE PROVIDER (including in-house counsel) shall not provide legal advice to, or form an attorney-client relationship with, the City. When outside counsel is needed for the City, counsel shall be selected by the City (insurer-appointed where applicable).

(b) Cost Allocation.

- 1) **Indemnified Matters.** For claims subject to the SERVICE PROVIDER's defense/indemnity under §10, the SERVICE PROVIDER shall defend and pay all associated fees and costs. Such amounts are not Operating Expenses.
- 2) **Insurance-Covered Matters.** Where insurance (City's or SERVICE PROVIDER's) responds, defense shall be handled per the policy, with insurer-appointed counsel if applicable. Deductibles/SIRs are borne as allocated in §6 (and are **not** City Operating Expenses where attributable to the SERVICE PROVIDER under this Agreement).
- 3) **City-Only Matters.** Legal services arising solely from the City's governmental/policy functions (e.g., Open Records Act responses, ordinance/policy drafting unrelated to the SERVICE PROVIDER's breach or fault) are the City's cost. Such costs are not Operating Expenses unless expressly approved in writing and within the Annual NTE.
- 4) **Vendor Disputes.** Any fees and costs incurred by the SERVICE PROVIDER in disputes with the City are the SERVICE PROVIDER's sole responsibility and shall not be charged to the Mobile Transit System or the City.

(c) Privilege; Common-Interest. All communications with City counsel are privileged and owned by the City. Where appropriate, the parties may enter into common-interest/joint-defense arrangements to preserve privilege while coordinating defense.

(d) Cooperation; Notices. Each party shall promptly notify the other of legal claims and cooperate (providing documents, witnesses, and non-privileged information) without additional charge.

(e) Settlement Authority. No party shall settle any claim that imposes obligations on, admits fault of, or fails to fully release, the City without the City's prior written consent.

12.1 FORCE MAJEURE

(a) Definition. A "Force Majeure Event" means an event beyond the reasonable control of the affected party that prevents (not merely makes more difficult or costly) performance despite the party's commercially reasonable efforts, including: acts of God; extreme weather/natural disasters; fire, flood, or explosion; epidemic/pandemic and related public-health orders; war, terrorism, civil unrest, or riot; nationwide utility, telecommunications, or Internet backbone outages; and governmental orders or changes in law that make performance illegal.

(b) Notice & Mitigation. The affected party shall give written notice within five (5) business days after becoming aware of the Force Majeure Event, describing the event, the impacted obligations, and an estimated duration, and shall use commercially reasonable efforts to avoid, mitigate, and promptly cure the impact (including activating disaster-recovery/continuity plans and sourcing reasonable alternatives). Status updates shall be provided weekly (or as reasonably requested).

(c) Relief. For the period and to the extent performance is actually prevented by a Force Majeure Event and after compliance with §12.1(b), the affected obligations are suspended, and applicable deadlines are extended day-for-day. Unless the parties agree otherwise in a written modification, relief under this Section is time-only (no additional compensation).

(d) Exclusions. Force Majeure does not include: (i) lack of funds or changes in market prices; (ii) failures of, or breaches by, the SERVICE PROVIDER's subcontractors or suppliers that were reasonably avoidable or replaceable; (iii) cyber incidents arising from the SERVICE PROVIDER's failure to maintain security required by this Agreement; or (iv) labor disputes of the SERVICE PROVIDER or its subcontractors (except a general industry-wide strike that is not limited to the SERVICE PROVIDER or its subs and is not reasonably avoidable).

(e) City Continuity Options. During a Force Majeure Event affecting the SERVICE PROVIDER, the OWNER may, without penalty, (i) procure temporary substitute services, and (ii) direct reasonable re-prioritization or partial performance. Upon cessation of the event, the SERVICE PROVIDER shall promptly resume full performance and cooperate in transition back from any temporary substitute.

(f) Extended Force Majeure. If a Force Majeure Event continues for thirty (30) consecutive days (or forty-five (45) days in the aggregate in any ninety-day period), the OWNER may, upon five (5) business days' written notice, terminate the affected portion or all of this Agreement without liability (other than payment for conforming services performed before the effective date of termination).

(g) Payments. The obligation to pay undisputed amounts for services already performed is not excused; however, if a Force Majeure Event physically prevents electronic or mail transmission of payment, the due date is extended for the minimum period of such prevention.

13.1 DISPUTE RESOLUTION; GOVERNING LAW; VENUE

13.1.1 INFORMAL RESOLUTION; CONTINUATION OF WORK

The parties shall first attempt in good faith to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (a "Dispute") through their project representatives. If not resolved within ten (10) business days after written notice of the Dispute, either party may escalate to executive-level representatives who will meet (in person or by video) within ten (10) additional business days. The SERVICE PROVIDER shall continue performance during any Dispute, except to the extent the OWNER directs otherwise in writing.

13.2 OPTIONAL MEDIATION

At any time, the parties may mutually agree to non-binding mediation in Mobile, Alabama (costs shared equally) before proceeding to litigation. Mediation shall not delay a party's right to seek temporary, emergency, or injunctive relief.

13.3 LITIGATION; GOVERNING LAW; VENUE

Unless the parties agree otherwise in writing, Disputes shall be resolved in a court of competent jurisdiction located in Mobile County, Alabama. This Agreement is governed by the laws of the State of Alabama, without regard to conflict-of-laws rules. Each party consents to jurisdiction and venue in such courts.

13.4 PROVISIONAL RELIEF; EQUITABLE REMEDIES

Either party may seek temporary restraining orders, preliminary injunctions, or other equitable relief to protect public safety, continuity of transit services, Confidential Information, Transit Data, or intellectual property, without first completing §13.1–13.2.

13.5 ATTORNEYS' FEES AND COSTS

Except as otherwise provided in this Agreement (including indemnification and audit provisions) or by applicable law, each party bears its own attorneys' fees and costs in any Dispute.

13.6 NO CONTRA-PROFERENTEM

This Agreement was negotiated by sophisticated parties with the advice of counsel. No provision shall be construed against either party as drafter.

13.7 RESERVATION OF IMMUNITIES

Nothing in this Section waives the City's governmental immunities, defenses, or limitations of liability under Alabama law.

13.8 DEFAULT; NOTICE OF CURE; REMEDIES

13.8.1 NOTICE AND CURE

If either party breaches a material provision, the non-breaching party shall give written notice describing the breach in reasonable detail. The breaching party has 30 days to cure after receipt of notice (or, if not reasonably curable within 30 days, must commence cure within that period and diligently pursue to completion).

13.8.2 IMMEDIATE SUSPENSION FOR CRITICAL ISSUES

The OWNER may immediately suspend affected work (without liability) for breaches that create imminent risk to safety, security, data/privacy, legal compliance, or service continuity, or for lapses of required insurance. Suspension does not waive other remedies.

13.8.3 FAILURE TO CURE; TERMINATION FOR CAUSE

If a breach is not timely cured, the non-breaching party may terminate for cause upon written notice. In addition to termination, the OWNER may (individually or cumulatively):

- (a) withhold disputed payments;
- (b) require and monitor a Corrective Action Plan (CAP) under §13.9;
- (c) procure substitute services and recover the reasonable incremental cost;
- (d) step in temporarily to perform or secure performance (at the SERVICE PROVIDER's cost to the extent of its breach); and
- (e) pursue all other rights and remedies at law or in equity.

13.8.4 FINANCIAL DISTRESS (to the extent permitted by law).

Either party may terminate for cause upon written notice if the other party: (i) is adjudicated bankrupt; (ii) has a receiver appointed and not removed within 90 days; (iii) makes a general assignment for the benefit of creditors; or (iv) is insolvent or unable to pay debts as they come due for 90 consecutive days. Enforcement of this subsection shall be to the extent permitted by applicable bankruptcy and insolvency law.

13.9 CORRECTIVE ACTION PLAN (CAP); CUMULATIVE REMEDIES; NO WAIVER

13.9.1 CAP REQUIREMENT

If the SERVICE PROVIDER (or its contractor) fails to comply with any material provision, the OWNER may require a written CAP within the period the OWNER specifies (typically 10 business days). The CAP must identify root cause(s), specific remedial steps, responsible personnel, and timelines. Failure to deliver an acceptable CAP or to implement it on schedule constitutes a further material breach.

13.9.2 CUMULATIVE REMEDIES

The City's rights and remedies under this Agreement are cumulative and in addition to those available at law or in equity.

13.9.3 NO WAIVER

A party's exercise or non-exercise of any remedy, or acceptance of performance after breach, does not waive any other rights or remedies.

14.1 NO PERSONAL LIABILITY; CLARIFICATIONS

14.1.1 NO PERSONAL LIABILITY

No officer, elected official, director, employee, or agent of the OWNER or the SERVICE PROVIDER shall have any personal liability for the obligations of his or her principal under this Agreement; all claims shall be asserted solely against the applicable party to this Agreement.

14.1.2 CARVE-OUTS/NO LIMITATION OF OTHER RIGHTS

This section does not: (a) release any individual from liability for his or her own fraud, willful misconduct, or violation of law; (b) limit the parties' rights to insurance proceeds, surety bonds, or contractual indemnity; (c) restrict claims against subcontractors or other third parties; or (d) waive any governmental immunities, defenses, or limitations of liability available to the City under Alabama law.

14.1.3 SURVIVAL

This Section survives expiration or termination of the Agreement.

15.1 SEVERABILITY; REFORMATION; ESSENTIAL PURPOSE

(a) If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, that provision shall be enforced to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.

(b) The court or other tribunal is authorized to reform (blue-pencil) the invalid, illegal, or unenforceable provision to the minimum extent necessary to effect the parties' original intent as closely as possible and preserve the essential purpose of this Agreement.

(c) If a required reformation or deletion would materially and adversely affect a party's rights or obligations, the parties shall negotiate in good faith to amend the Agreement to achieve a substantially equivalent result. If they cannot agree within thirty (30) days, the OWNER may terminate the affected portion (or, if the impact is pervasive, the Agreement) without penalty, subject to payment for conforming services performed before the effective termination date.

(d) This Section does not waive or limit any statutory requirements that must be incorporated by law or any governmental immunities or defenses available to the City.

16.1 TERMINATION FOR CONVENIENCE; NOTICE

(a) By OWNER. The OWNER may terminate this Agreement, in whole or in part, for convenience at any time upon sixty (60) days' written notice to the SERVICE PROVIDER.

(b) By SERVICE PROVIDER. The SERVICE PROVIDER may not terminate for convenience and may terminate only for cause under §13.8.3(c) Notice Mechanics. Written notice may be delivered by hand, overnight courier, or email (with confirmation of transmission) to the addresses below (or as updated by notice). Effective date is upon receipt (email on the business day sent if before 5:00 p.m. Central, otherwise next business day).

- To the OWNER: Finance Administration Department, 205 Government Street, 4th Floor South Tower, Room 468, Mobile, AL 36633, with a copy (which does not constitute notice) to the City Attorney.
- To the SERVICE PROVIDER: The address and email designated in §4.2.2 (as updated by notice).

16.2 EFFECT OF CONVENIENCE TERMINATION; PAYMENTS

- (a) The OWNER shall pay the SERVICE PROVIDER for conforming services properly performed up to the termination effective date, less amounts previously paid, and for any pre-approved, reasonable demobilization/transition costs.
- (b) The OWNER shall not be liable for lost profits, consequential, incidental, or expectation damages, unperformed work, or early termination charges (including liquidated damages in third-party contracts) unless expressly approved in writing by the OWNER in advance.
- (c) Any prepaid but unearned amounts shall be refunded within thirty (30) days after termination.

16.3 TRANSITION ASSISTANCE; RETURN OF CITY PROPERTY AND DATA

Upon notice of termination (or notice of intent), the SERVICE PROVIDER shall: (i) take all reasonable steps to minimize costs; (ii) continue performance as directed; (iii) provide up to thirty (30) days of transition assistance as reasonably requested; (iv) promptly deliver to the OWNER all City property, Transit Revenue, Transit Data (complete, current, machine-readable exports plus data dictionary), records, credentials, keys, and in-process work; and (v) assign or facilitate assignment/novation of approved subcontracts to the OWNER at the OWNER's option.

16.4 PARTIAL TERMINATION

The OWNER may terminate any portion of the Services for convenience upon sixty (60) days prior written notice; the Agreement remains in effect for the remainder, with equitable adjustment to fees/schedules as mutually agreed in writing.

16.5 FINAL ACCOUNTING; AUDIT

Within thirty (30) days after termination, the SERVICE PROVIDER shall submit a final invoice and final accounting with supporting documentation. The OWNER's rights of audit, setoff, and recovery survive and apply to close-out.

16.6 SURVIVAL

Sections relating to confidentiality, Transit Data, IP, records retention/audit, indemnification, limits of liability, revenue handling, insurance, and dispute resolution survive termination to the extent applicable.

17.1 CONFIDENTIALITY

(a) Definitions; Marking. "Confidential Information" means non-public information disclosed by a party (Disclosing Party) to the other (Receiving Party) in any form (oral, written, electronic, or visual) that is (i) marked or identified as confidential or proprietary at disclosure, or (ii) by its nature a reasonable person would understand to be confidential (e.g., security architecture, trade secrets, non-public financials). Oral disclosures must be summarized in writing within ten (10) business days to be treated as Confidential Information.

(b) Use and Care; Need-to-Know; Flow-Down. The Receiving Party shall (i) use Confidential Information solely to perform this Agreement; (ii) protect it using at least the same degree of care it uses for its own like information, and no less than reasonable care; and (iii) disclose it only to its employees, professional advisors, insurers, auditors, and approved subcontractors who have a need to know and are bound by confidentiality obligations no less protective than this Section. The Receiving Party remains responsible for compliance by those recipients.

(c) Ownership; No License. Confidential Information remains the Disclosing Party's property. Except as expressly licensed elsewhere in this Agreement, **no** rights are granted by implication, estoppel, or otherwise.

(d) Exclusions. Obligations in §17.1 do not apply to information the Receiving Party proves by contemporaneous records: (1) was already known to it without restriction; (2) is or becomes public through no breach; (3) was rightfully received from a third party without duty of confidentiality; or (4) was independently developed without use of the Disclosing Party's Confidential Information.

(e) Compelled Disclosure. If the Receiving Party is legally required (by subpoena, court/administrative order, or regulator) to disclose Confidential Information, it shall, to the extent lawful and practicable, provide prompt written notice to the Disclosing Party to allow it to seek protective relief. The Receiving Party will disclose only what is legally required and will reasonably cooperate (at the Disclosing Party's expense) with efforts to limit or protect the disclosure.

(f) Public Records (Alabama). The parties acknowledge the City is subject to the Alabama Open Records Act (Ala. Code § 36-12-40 et seq.) and similar laws. If the OWNER receives a request that may encompass the SERVICE PROVIDER's Confidential Information, the OWNER will provide prompt notice and reasonably cooperate with the SERVICE PROVIDER's efforts to assert applicable exemptions (e.g., trade secret), including reviewing Provider-supplied proposed redactions. The OWNER will make the final determination required by law and may disclose records as legally required; the SERVICE PROVIDER is responsible for seeking any protective order or other relief.

(g) Transit Data and Work Product. For clarity, Transit Data (and other City-owned data) and Work Product owned by the OWNER under this Agreement are not the SERVICE PROVIDER's Confidential Information. Treatment and use of Transit Data are governed by §6.8 and related provisions. Nothing in this Section limits the OWNER's right to use or publish aggregated/de-identified data consistent with law and policy.

(h) Return/Destruction. Upon the Disclosing Party's written request or upon termination/expiration, the Receiving Party shall within 30 days return or securely destroy the Disclosing Party's Confidential Information (and certify destruction upon request), except that (i) one archival copy may be retained solely for compliance and dispute-resolution purposes, and (ii) information stored in routine backups may be deleted on the Receiving Party's normal deletion cycle, provided it remains protected and not used. Any litigation hold issued by the OWNER supersedes deletion until released.

(i) Injunctive Relief. Unauthorized use or disclosure may cause irreparable harm. The Disclosing Party is entitled to seek injunctive or equitable relief (in addition to other remedies) without posting bond to the extent permitted by law.

(j) Survival. These obligations survive for five (5) years after termination/expiration; for information qualifying as a trade secret under applicable law, obligations continue for so long as the information remains a trade secret.

(k) No Conflict with Security/Data Clauses. Security, privacy, and breach-notification requirements in this Agreement (including §6.8 and insurance/indemnity provisions) apply in addition to, and not in lieu of, this Section.

(l) Public Nature of Agreement and Pricing. The parties acknowledge that this Agreement—including pricing/fee schedules, compensation terms, and most communications concerning public business—constitutes public records subject to the Alabama Open Records Act (Ala. Code § 36-12-40 et seq.) and may be disclosed except to the extent an applicable legal exemption (e.g., trade secret, security-sensitive information) applies. The SERVICE PROVIDER shall clearly mark any materials it contends are exempt and provide a brief written basis for the claimed exemption; the OWNER will

make the final determination required by law and may disclose records as legally required. Nothing in this subsection limits the OWNER's rights in Transit Data or Work Product.

18.1 NON-DISCRIMINATION; CIVIL RIGHTS; DBE

18.1.1 GENERAL COMPLIANCE

The SERVICE PROVIDER shall comply with all applicable Federal, State, and local civil-rights laws and regulations, including without limitation: Title VI of the Civil Rights Act (49 C.F.R. Part 21), Title VII, Age Discrimination in Employment Act, Americans with Disabilities Act (ADA) Titles II/III and Section 504 of the Rehabilitation Act (49 C.F.R. Part 27; 49 C.F.R. Part 37/38 for transit), the Genetic Information Nondiscrimination Act, and all implementing rules and guidance of the U.S. DOT/FTA.

18.1.2 CITY ORDINANCES

The SERVICE PROVIDER shall comply with City of Mobile Ordinance No. 14-034 (nondiscrimination; reasonable efforts toward 15% participation by socially and economically disadvantaged individuals/businesses) and Ordinance No. 02-050 (employment nondiscrimination). The SERVICE PROVIDER shall require all subcontractors to do the same.

18.1.3 SERVICE DELIVERY (TITLE VI/ADA)

In operating the Mobile Transit System, the SERVICE PROVIDER shall not, on the basis of race, color, national origin, sex (including sexual orientation and gender identity), age, or disability, deny benefits of, exclude from participation in, or otherwise discriminate in any service, program, or activity. The SERVICE PROVIDER shall implement ADA requirements (reasonable modifications, accessible vehicles/facilities, complementary paratransit, maintenance of accessibility features) and Title VI public-notice/LEP obligations as directed by the OWNER.

18.1.4 EMPLOYMENT/EEO

The SERVICE PROVIDER shall maintain an Equal Employment Opportunity policy prohibiting discrimination or harassment based on any status protected by law and shall take affirmative action as required by applicable regulations. Where thresholds are triggered, the SERVICE PROVIDER shall develop and implement an FTA-compliant EEO Program and provide it to the OWNER upon request.

18.1.5 DBE (49 C.F.R. PART 26)

To the extent Federal funds are involved, the SERVICE PROVIDER shall comply with the OWNER's DBE Program, make documented good-faith efforts to meet any DBE participation goals, submit required utilization/paid-to-date reports, and flow down DBE requirements to all lower tiers.

18.1.6 FLOW-DOWN; RECORDS; COOPERATION

The SERVICE PROVIDER shall include this Section in all subcontracts of any tier and maintain records demonstrating compliance. The SERVICE PROVIDER shall cooperate with the OWNER's monitoring, investigations, and any State/Federal reviews and shall promptly implement corrective actions directed by the OWNER.

18.1.7 REMEDIES

Noncompliance is a material breach and may result in remedies including withholding, suspension, termination, and other relief available at law, in equity, or under grant requirements.

19.1 IMMIGRATION LAWS COMPLIANCE

19.1.1 COMPLIANCE

The SERVICE PROVIDER shall comply with all applicable Federal immigration laws (including 8 U.S.C. §1324a (IRCA)) and Alabama's immigration compliance requirements (including Ala. Code §31-13-9 et seq.), for the duration of this Agreement.

19.1.2 E-VERIFY

The SERVICE PROVIDER represents that it is enrolled in and uses DHS's E-Verify program and will continue to do so to verify the employment eligibility of all newly hired employees who will perform work in Alabama under this Agreement. Upon request, the SERVICE PROVIDER shall provide its E-Verify Company ID and evidence of enrollment.

19.1.3 SUBCONTRACTORS (FLOW-DOWN)

The SERVICE PROVIDER shall require all tiers of subcontractors performing work under this Agreement in Alabama to (i) enroll in and use E-Verify for newly hired employees, and (ii) provide written verification/affidavits of compliance before commencing work. The SERVICE PROVIDER shall maintain these records and make them available to the OWNER upon request.

19.1.4 RECORDS; AUDIT; NOTICE

The SERVICE PROVIDER shall maintain documentation demonstrating compliance and shall provide reasonable access for inspection/audit by the OWNER. The SERVICE PROVIDER shall promptly notify the OWNER (within two business days) of any DHS/ICE or other governmental notice of investigation, audit, or proposed fine relating to immigration-compliance issues affecting performance of this Agreement.

19.1.5 REMEDIES

Any violation of this Section is a material breach. Without limiting other rights, the OWNER may withhold payment, suspend work, or terminate for cause. The SERVICE PROVIDER shall be responsible for fines, penalties, and costs (including reasonable attorneys' fees) to the extent arising from its or its subcontractors' noncompliance and shall not charge such amounts as Operating Expenses.

19.1.6 NO MISUSE OR DISCRIMINATION

Nothing in this Section authorizes the misuse of E-Verify or discrimination against any person authorized to work in the United States. The SERVICE PROVIDER shall administer employment practices consistent with applicable nondiscrimination laws and this Agreement.

20.1 EXPORT LAWS

Export/Sanctions & Data Residency (Slim). The SERVICE PROVIDER will comply with U.S. export control and sanctions laws and 2 C.F.R. § 200.216. The SERVICE PROVIDER represents it, and its subs are not restricted parties and will screen vendors accordingly. Transit Data shall be stored and processed in the United States and not accessed from outside the U.S. without the OWNER's prior written approval. No hardware, software, or services prohibited by Federal grant rules or U.S. sanctions will be provided under this Agreement. The SERVICE PROVIDER will promptly notify the OWNER of any government inquiry that could affect performance.

21.1 ANTI-BRIBERY, ANTI-CORRUPTION, AND ETHICS COMPLIANCE

(a) Compliance. Each party shall comply with all applicable anti-bribery, anti-corruption, and ethics laws in connection with this Agreement, including, as applicable, the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1 et seq.), the Federal Anti-Kickback Act (41 U.S.C. §§8701-8707), the Alabama Ethics Act (Ala. Code §36-25-1 et seq.), Alabama criminal bribery/kickback statutes, and any City of Mobile ethics or gift ordinances.

(b) Prohibited Conduct. The SERVICE PROVIDER (and its employees/agents/subcontractors) shall not, directly or indirectly, offer, give, solicit, or accept any bribe, kickback, payoff, facilitation payment, or anything of value intended to improperly influence any act or decision, secure an improper advantage, or obtain/retain business. Gifts, meals, entertainment, travel, or hospitality to City personnel are prohibited except as expressly allowed by applicable City/State ethics rules and then only de minimis and properly reported.

(c) Third Parties; Flow-Down. The SERVICE PROVIDER shall conduct reasonable due diligence on intermediaries and flow down this Section to all subcontractors and suppliers performing under this Agreement and remain responsible for their compliance.

(d) Books, Records, and Controls. The SERVICE PROVIDER shall maintain accurate books and records and internal controls sufficient to demonstrate compliance with this Section and shall make such records relating to compliance available for inspection/audit by the OWNER upon reasonable notice.

(e) Conflicts; Political Activity. The SERVICE PROVIDER shall avoid conflicts of interest and promptly disclose any actual or potential conflict to the OWNER. No political contribution or expenditure may be made with the intent to obtain or retain work under this Agreement.

(f) Notice; Cooperation. The SERVICE PROVIDER shall promptly notify the OWNER (within five (5) business days) of any government investigation, subpoena, or indictment alleging violations of anti-bribery, anti-corruption, or kickback laws related to this Agreement, and shall cooperate with the OWNER in any related inquiry.

(g) Remedies. Any breach of this Section is a material breach. Without limiting other rights, the OWNER may withhold payment, suspend work, or terminate for cause, and recover resulting damages to the extent of the SERVICE PROVIDER's fault. Amounts paid or costs incurred in violation of this Section are not reimbursable as Operating Expenses.

(h) No Retaliation. The SERVICE PROVIDER shall maintain a policy prohibiting retaliation against personnel who in good faith report suspected violations related to this Agreement.

22.1 ANTI-BOYCOTT COMPLIANCE (ALABAMA)

(a) Statutory Compliance. The SERVICE PROVIDER shall comply with Ala. Code § 41-16-5 (Public contracts with entities engaging in certain boycotting activities) and, if applicable, Ala. Code §§ 41-16-160 et seq. (Economic Boycotts), as each may be amended during the Term.

(b) Representation & Continuing Covenant. The SERVICE PROVIDER represents that it is not currently engaged in, and covenants that for the duration of this Agreement it will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama enjoys open trade, to the extent required by applicable law. Upon request, the SERVICE PROVIDER shall execute the City's certification form and provide any supporting information reasonably requested to verify compliance.

(c) Flow-Down to Subcontractors. The SERVICE PROVIDER shall require all subcontractors of any tier providing goods or services under this Agreement to comply with the same statutory requirements and, when requested, to provide written certifications prior to commencing work.

(d) Notice of Change. The SERVICE PROVIDER shall promptly notify the City in writing if any representation in this Section becomes inaccurate or if it receives notice that its status may affect eligibility for public contracting under these statutes.

(e) Remedies. Any breach of this Section is a material breach. Without limiting other rights, the City may withhold payment, suspend work, or terminate for cause, and recover resulting damages to the extent of the breach. Amounts attributable to noncompliance are not reimbursable as Operating Expenses.

(f) Savings/Scope. This Section applies only to the extent required by applicable law (including any statutory thresholds, exemptions, or judicial limitations). If any portion is held unenforceable as to a

particular circumstance, it shall be conformed to the maximum extent permitted without affecting the remainder.

23.1 ASSIGNMENT; CHANGE OF CONTROL; SUBCONTRACTING; NO THIRD-PARTY BENEFICIARIES

23.1.1 NO ASSIGNMENT/DELEGATION BY SERVICE PROVIDER WITHOUT CONSENT

The SERVICE PROVIDER shall not assign, delegate, sublet, or otherwise transfer this Agreement or any right or obligation hereunder—including by operation of law—without the OWNER's prior written consent, which may be granted or withheld in the OWNER's sole discretion. Any attempted transfer without consent is void.

23.1.2 CHANGE OF CONTROL; DEEMED ASSIGNMENT

Any direct or indirect change in ownership, control, or management of the SERVICE PROVIDER or its local operating entity (including merger, consolidation, sale of substantially all assets, transfer of a controlling equity interest, or management agreement that shifts control) constitutes an assignment and requires the OWNER's prior written consent. The SERVICE PROVIDER shall provide at least 30 days' prior written notice and information reasonably requested by the OWNER; the OWNER may condition consent (e.g., assurances, guaranty, insurance).

23.1.3 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any material portion of the Services without the OWNER's prior written approval. All approved subcontracts must be in writing, flow down applicable requirements (including audit/access, data/security, insurance, federal/FTA clauses, DBE, and records retention), and prohibit further assignment without the OWNER's consent. The SERVICE PROVIDER remains fully responsible for subcontractor acts/omissions; no subcontract creates privity with the OWNER.

23.1.4 ASSIGNMENT OF PAYMENTS PROHIBITED

The SERVICE PROVIDER shall not assign or factor receivables, grant a security interest in payment rights, or file a UCC financing statement against the OWNER's payments without the OWNER's prior written consent. The OWNER may make good-faith payment to the SERVICE PROVIDER notwithstanding third-party notices.

23.1.5 OWNER'S ASSIGNMENT

The OWNER may assign this Agreement, in whole or in part, to another public entity (including a regional transit authority or grant recipient/administrator) upon written notice to the SERVICE PROVIDER.

23.1.6 NO RELEASE BY CONSENT

Consent to any assignment, change of control, or subcontract does not release the SERVICE PROVIDER; it remains jointly and severally liable with any permitted assignee for full performance.

23.1.7 BINDING EFFECT

This Agreement binds and benefits the parties and their respective permitted successors and assigns.

23.1.8 NO THIRD-PARTY BENEFICIARIES

Except as expressly stated (e.g., Additional Insureds under §8, City Indemnitees under §10), this Agreement creates no rights in any third party (including riders or subcontractors) and shall not be construed to establish third-party beneficiary status or privity with anyone other than the OWNER and the SERVICE PROVIDER.

24.1 INDEPENDENT CONTRACTOR; NO AGENCY OR JOINT VENTURE

24.1.1 STATUS

The SERVICE PROVIDER is an independent contractor and is not an agent, employee, partner, or joint venturer of the City. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, fiduciary, or employment relationship between the parties.

24.1.2 NO AUTHORITY TO BIND

The SERVICE PROVIDER and its personnel have no authority to bind the City, make representations on the City's behalf, incur obligations, sign contracts, or otherwise commit the City except where expressly authorized in a specific written instrument executed by the City.

24.1.3 CONTROL OF MEANS AND METHODS

The SERVICE PROVIDER is solely responsible for the means, methods, sequencing, supervision, and safety of its operations and personnel. The City may issue directions regarding results, schedules, policies, or service standards without affecting the SERVICE PROVIDER's independent-contractor status.

24.1.4 PERSONNEL; TAXES & BENEFITS

All individuals the SERVICE PROVIDER engages to perform the Services are exclusively the SERVICE PROVIDER's personnel. The SERVICE PROVIDER shall be solely responsible for wages, withholdings, payroll taxes, workers' compensation, unemployment insurance, benefits, immigration/I-9/E-Verify compliance, and all other employment obligations. Such personnel are not eligible for any City benefits.

24.1.5 IDENTIFICATION; COMMUNICATIONS

At its expense and consistent with City branding policies, the SERVICE PROVIDER shall ensure that uniforms, badges, vehicles, digital interfaces, customer communications, and public-facing materials clearly identify the SERVICE PROVIDER (e.g., "operated by [Provider] for the City of Mobile") and do not suggest City employment or general agency.

24.1.6 LIMITED DELEGATIONS

Any limited delegation expressly stated in this Agreement (e.g., receiving, collecting, and depositing Transit Revenue as directed by the City) does not create a general agency or alter the independent-contractor relationship.

24.1.7 FLOW-DOWN

The SERVICE PROVIDER shall require its subcontractors and suppliers to comply with this Section and shall be responsible for their compliance.

25.1 COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which is deemed an original, and signatures delivered by PDF or reliable electronic signature shall have the same force and effect as originals.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement—the City of Mobile, by and through its Mayor acting with full authority of office, and the SERVICE PROVIDER, by its duly authorized signatory—as of the Effective Date set forth in Section 3.1. Each signatory represents and warrants that he or she has full authority to bind the respective party.

City of Mobile

OWNER:

Signature

William S. Stimpson, Mayor

Printed Name and Title

Port City Transit, LLC:

SERVICE PROVIDER:

Signed by:


Signature

Michael Vaccarino

Printed Name and Title

Manager

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

SERVICE PROVIDER:

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Transit Provider Services

Mobile, Alabama

Reference # 5963

SCOPE OF SERVICES

SERVICE PROVIDER'S NAME will provide the following services, which will be set forth in greater detail in one or more of the below sections:

- 1) Full and comprehensive "turnkey" management, operations, logistics, maintenance, promotion, and innovation implementation(s), including end-to-end technology platform(s), for the Mobile Transit System, integrated with an expanded, City-funded equivalent version of Mobile Area Chamber of Commerce's pilot ride-share program "MoGo;"
- 2) Fixed route, paratransit, and Microtransit services, to the greatest degree possible, within all annexed areas of City of Mobile;
- 3) Advisory and technical assistance as may be reasonably required in the management of the Mobile Transit System.

Provision 1- Service Provider shall assume control of the existing transit system and operate it mostly as-is from execution date of the contract through month nine of the Agreement.

Provision 2- Service Provider shall be prepared to start operations of the re-branded and fully integrated system, including the new and expanded on demand rideshare service, which is then operated more in line with the VIA proposal for services from the start of month ten and for the next four annual terms of the contract.

Provision 3- The SERVICE PROVIDER reserves the right and has an obligation to adjust services to a level that coincides with the total funding amount for any fiscal year, but shall consult the OWNER prior to implementing said adjustments to the system. Any adjustments to the system shall be communicated to the public by and through the SERVICE PROVIDER.

EXHIBIT B

Citywide Transit Provider Services
Mobile, Alabama
Reference # 5963

FEES

Via's fee proposal is structured around a **fixed annual commitment of \$8 million from the City**, supplemented by federal formula funding for operating and capital expenditures. This fee reflects the total anticipated operating cost for the system at current service levels, including staffing, vehicle maintenance, insurance, vendor contracts, and all other services enumerated in the scope. The table below summarizes the funding contributions from the City and from other sources for each year of the five-year contract, as well as the monthly billed amount. A not-to-exceed contract amount ensures that the City's cost commitment remains transparent and consistent through the life of the proposed arrangement.

	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Costs (Via Contract)					
Startup Costs	\$100,000	\$0	\$0	\$0	\$0
Fixed Route, Paratransit, & Microtransit Operations	\$11,428,873	\$11,657,451	\$11,923,177	\$12,128,412	\$12,370,980
Total Operating Costs (Contract Not-to-Exceed)	\$11,528,873	\$11,657,451	\$11,923,177	\$12,128,412	\$12,370,980
Total Not-to-Exceed Amount from Local Funds	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000
Total Not-to-Exceed Amount from Federal/Other Funds	\$3,428,873	\$3,657,451	\$3,923,177	\$4,128,412	\$4,370,980
Upfront Billed Amount	\$100,000	\$0	\$0	\$0	\$0
Monthly Billed Amount (1/12 NTE, Less Startup Costs)	\$952,406	\$971,454	\$993,598	\$1,010,701	\$1,030,915
Monthly Billed Amount from Local Funds	\$666,667	\$666,667	\$666,667	\$666,667	\$666,667
Monthly Billed Amount from Federal/Other Funds	\$285,739	\$304,788	\$326,931	\$344,034	\$364,248

Note: As the operator of Mobile's transit network, Via would be subject to inflationary pressures over the term, most notably for labor costs. As such, we've reflected a 2% Y-o-Y price increase, which is funded by assumed corresponding increases in federal funding and fare revenue. **The local contribution from Mobile is unchanged.**

EXHIBIT C

FEDERAL REQUIREMENTS

1) Program Fraud and False or Fraudulent Statements and Claims.

The Contractor acknowledges and agrees as follows:

A. The Contractor acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et al. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Contract or Subcontract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(11)(1), to the extent that the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2) Federal Changes.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Fonn FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3) Civil Rights Requirements.

The following requirements apply to the underlying contract:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act

of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et al., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part [630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor *also* agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4) Title VI.

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:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") title 49, CFR, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or Leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **-Purchaser** or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish

this information the contractor shall so certify to the **Purchaser**, or the -Federal Transit Administration (FTA) as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Compliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the **Purchaser** shall impose contract sanctions as it or the (Name of the Appropriate Administration) may determine to be appropriate, including, but not limited to:

- 1) withholding of payments to the contractor under the contract until the contractor complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

5) Termination Provisions.

A. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies **in** accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **Purchaser** may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **Purchaser** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the **Purchaser**, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

B. Opportunity to Cure (General Provision)

The **Purchaser** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to **Purchaser's** satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from **Purchaser** setting forth the nature of said breach or default, **Purchaser** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to

preclude **Purchaser** from also pursuing all available remedies against Contractor and its Sureties for said breach or default.

C. Waiver of Remedies for any Breach

In the event that **Purchaser** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **Purchaser** shall not limit **Purchaser's** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6) Requirements for Disadvantaged Business Enterprises (DBE).

The Federal Fiscal Year goal has been set by (**Grantee**) in an attempt to match projected procurements with available qualified disadvantaged businesses. **Purchaser** goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by **Purchaser** as set forth by the Department of Transportation Regulations 49 C.P.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal. If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the Contractor non-complaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- A. Policy- It is the policy of the Department of Transportation and **Purchaser** that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the Regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of **Purchaser** to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of **Purchaser** procurement activities are encouraged.

B. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the contractor non-complaint and in breach of contract. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with **Purchaser** DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of **Purchaser** and will be submitted to **Purchaser** upon request. **Purchaser** will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements DBE Program Definitions, as used in the contract:

A. Disadvantaged business "means a small business concern":

- 1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- 2) Whose management and day business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or
- 3) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- 4) Whose management and daily business operations are controlled by one or more women individuals who own it.

B. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B- (Section 106(c)) Determinations of Business Size.

C. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native

Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or

- D. Individuals found to be disadvantaged by the Small Business Administration pursuant to section g(a) of the Small Business Act.

- 1) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- 2) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 4) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- 5) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, mid Bangladesh.

7) Environmental Protection.

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U. S.C. §§ 4321 et seq. in accordance, with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S. C. § 5324(b); Council on Environmental Quality Regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA Regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

8) Energy Conservation.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9) Privacy.

To the extent that the Contractor, any third party contractor at any tier, any sub-recipient at any tier, or their employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected sub-recipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552, (the Privacy Act). Specifically:

A. Consent of Federal Government. The Contractor agrees to obtain the express consent of the Federal Government before it or its subcontractors, or any

B. of their employees operates a system of records on behalf of the Federal Government.

C. Acknowledgment of Civil and Criminal Penalties. The Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal Government under the Project, and that failure to comply with the Privacy Act may result in termination of the Contract.

10) Access to Records and Reports.

The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser is a State and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- C. Where any Purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U. S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the

Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcripts as reasonably needed.

11) Access to Records.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of a such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(1).

12) Clean Air.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. §§ 7401 et seq. Specifically:

- A. To report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

13) Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. The contractor agrees to report each violation to the **(Grantee)** and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

14) Notification of Federal Participation.

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

15) 13(c) and Transit Employee Protective Arrangements.

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- A. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (I), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S.

D. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16) Charter Service Operations.

The Contractor agrees to comply with 49 U. S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

17) School Transportation Operations.

Pursuant to 49 U. S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

18) Access Requirements for Individuals with Disabilities.

The Contractor agrees to comply with the requirements of The Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., including but not limited to the regulatory provisions of 49 CFR Parts 27, 37 and 39.

19) Drug Abuse and Testing Requirements.

The Contractor agrees to participate in **Purchaser's** drug and alcohol program established in compliance with 40 FR 653 and 654. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports annually. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20) Disputes.

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Purchaser's** representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the next higher chain of command. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of this person shall be appealable to an arbitrator.

Performance During Dispute. Unless otherwise directed by **Purchaser**, Contractor shall continue performance under this Contract while matters in dispute are being resolved, unless dispute involves a past due payment owed to Contractor uncured within 90 days, in which case Contractor may discontinue performance.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the **Purchaser** and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **Purchaser** is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the **Purchaser** or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21) Incorporation of FTA Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220. ID, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, failure to perform any act, or refuse to comply with any **Purchaser** requests which would cause **Purchaser** to be in violation of the FTA terms and conditions.

EXHIBIT D**Transit Provider Services****Mobile, Alabama****Reference # 5963****City of Mobile — Brand Guidelines****THE WAVE Transit System**

1) Purpose & Scope

These Guidelines govern use of the City of Mobile’s transit brand, including “THE WAVE” name, wordmarks, logos, and trade dress (the “City Marks”). They apply to the Service Provider and its approved subcontractors solely for operating, marketing, and communicating about the City’s public transit system under the Agreement. These Guidelines form part of the Agreement’s trademark license and quality-control requirements.

2) Ownership; Permissions

- The City of Mobile owns all right, title, and interest in the City Marks and the goodwill they symbolize.
- No modifications to any logo or wordmark without the City’s prior written approval.
- Use of the City Marks may not imply sponsorship or endorsement beyond the services provided under the Agreement.
- No registration, reservation, or acquisition of domains, app titles, social handles, or similar identifiers containing the City Marks without prior written approval. All such assets must be owned by the City.

3) Primary Mark & Assets

- Primary Mark: THE WAVE (word) and THE WAVE logo (stylized) — artwork files provided by the City.
- Asset Package: High-resolution vector (AI/SVG), raster (PNG/JPG), and usage templates will be supplied by the City. Do not recreate the logo. Use only approved files.

4) Clear Space & Minimum Size

- Clear Space: Maintain free space on all sides equal to the height of the letter “W” in THE WAVE wordmark.
- Minimum Size (Print): Wordmark not smaller than 0.9" wide. Minimum height for logo bug 0.4".
- Minimum Size (Digital): Wordmark not smaller than 180 px wide. Favicon/bug minimum 32 px.

5) Color Usage

- Use only official brand colors provided in the asset package as provided by City. If unavailable, use black or white versions as appropriate for contrast.
- Do not apply unapproved gradients, shadows, or effects.

6) Typography (Operational Default)

- Default typefaces for routine rider materials and signage: Arial/Helvetica or Calibri (system fonts) where the official brand font is not specified.
- The City may provide an official brand typeface; if provided, use only per license and with City approval.

7) Incorrect Usage (Examples)

- Do not alter proportions, rotate, skew, or stretch the logo.
- Do not change colors outside the approved palette.
- Do not add outlines, drop shadows, or overlays without approval.
- Do not place on low-contrast or busy backgrounds that impair legibility.
- Do not pair with unapproved taglines or create new lockups.

8) Co-Branding with Service Provider

- The City Marks are primary on all rider-facing materials. The Service Provider's mark may appear as secondary and smaller ($\leq 50\%$ of the width of THE WAVE wordmark) and must not dominate.
- Approved mockups (if any) will be provided by the City. No new mockups without approval.

9) Vehicles, Facilities, and Field Items

- Buses/Paratransit: City-approved livery templates; logo placement on sides and rear; fleet numbers clear of the City Marks.
- Stops/Shelters: Consistent header band and route identification; ADA signage and tactile elements as applicable.
- Uniforms/Badges: City-approved embroidery/patch; no unapproved colorways.
- Printed Materials: Use approved templates for schedules, rider alerts, and maps.

10) Digital, Domains, and Social

- Websites/Apps: Titles and store listings must identify THE WAVE as a service of the City of Mobile.
- Accounts: All domains, social handles, and app store accounts including the City Marks must be registered to and owned by the City. Access may be delegated to the Service Provider.
- Email/SMS Templates: Use approved signatures and headers. Follow opt-out and record-retention rules.

11) Accessibility & Legibility

- Meet or exceed WCAG 2.1 AA contrast ratios for text and essential graphics on digital and printed rider-facing materials.
- Ensure large-format signage can be read at typical approach distances (e.g., 1 inch of letter height per 25 feet).

12) Trademark Notices & Attribution

- Use TM/[®] as directed by the City (registration status may vary).
- Include ownership notice where practical: "THE WAVE is a service of the City of Mobile."

13) Approvals & Quality Control

- Pre-approval required for: vehicle livery, facility signage, uniforms, website/app branding, press releases, and new domains/handles.
- Routine rider notices consistent with approved templates are deemed approved.
- The City may require correction of non-conforming uses within 5 business days or immediate takedown for safety/reputation concerns.

14) Asset Requests & Version Control

- Asset requests and approvals sent to: [brand@cityofmobile.org] (or designee).
- Maintain a single source of truth for artwork in a City-owned repository. Use only current "Approved" files.

15) Transition & Wind-Down

- On expiration/termination: cease new use; remove/de-identify Marks within 30 days; return native design files; transfer credentials and control of all City-branded accounts; withdraw any DBA filings using THE WAVE; and follow rider-notification instructions provided by the City.

16) Legal Cross-Reference

These Guidelines supplement and are governed by the Agreement's trademark license (Marks clause) and IP provisions. In case of conflict, the Agreement controls.

EXHIBIT E



Via Transit (USA) LLC
(a wholly owned subsidiary of Via Transportation, Inc.)
114 5th Avenue, 17th Floor
New York, NY 10011

Subject: RFP #5963 Transit Service Provider - Letter of Good Faith Efforts
To: City of Mobile – Chief Procurement Officer
Attn: Jacob Laurence

Dear Mr. Laurence,

Via is committed to achieving the City of Mobile, AL's diversity goals as outlined in their RFP. We understand and agree with the importance of creating opportunities for economic growth for disadvantaged business communities.

Via specializes in providing full-service transit solutions for our partners, and our offering includes the entirety of the City's stated scope of work. Because of this, we are very intentional when choosing to partner with third parties, as subcontracting services that we would normally handle in-house can significantly increase costs for our partners. Additionally, whenever possible, our preference is to work with local subcontractors, as it allows us to learn from their local expertise, and to provide business opportunities in the communities that we are serving. The fact that there were very few DBEs in the mobile area that performed services that we would typically consider subcontracting presented an additional challenge.

However, we recognize the importance of ensuring opportunity for historically disadvantaged businesses, and understand that DBE participation in this project is a priority for the City. At the time of submission, we are able to meet 1.19% of the City's 3.6% DBE goal. In order to facilitate DBE participation in this project, we conducted a significant identification, outreach, and mutual planning effort to enlist DBEs for this project. A summary of these efforts can be found below:

Select Portions of Scope of Work to be Subcontracted

Upon receiving this solicitation, we performed a comprehensive review of the scope of work as outlined in the RFP to identify portions of the work that could be effectively subcontracted. Through this review, we identified cleaning of service vehicles and facilities, tire provision, community engagement, vehicle wrapping, uniform provision, and printing as scopes of work where DBE participation would be both cost effective and add meaningful value to our delivery of the service.

We also sought to separate scopes into smaller units to facilitate DBE participation - we'd typically perform vehicle and facilities cleaning in-house with utilities staff, but separated these scopes to create an opportunity for DBE janitorial firms to provide cleaning services for the service facilities.

Attendance at Prebid Meeting

As there was no prebid meeting for this procurement, Via did not send anyone to attend.

Use of Community Resources/DBE assistance offices

We submitted a question as part of this procurement to better understand the DBEs currently contracted such as to avoid displacing them as part of this procurement. The answer we

received to this question (Addendum Number 2 Question #5) directed us to the ALDOT and ADECA DBE registries, which we then leveraged for our search.

We also reached out to the Mobile office of supplier diversity on July 7 to ask for assistance identifying a list of eligible DBEs. We did not receive a response, but we were able to find this information on our own.

Advertisement of Opportunities

Via posted advertisements for the subcontracting opportunities available for this project in the following DBE-focused trade journals:

- Compliance News Trade Journal
- Compliance News Focus Journal
- DBE Goodfaith Focus Journal
- DBE Journal

Advertisements were posted on July 10th, and were left up until the RFP due date. Copies of these advertisements are attached as **Exhibit 1**.

Internet Advertising of Opportunities

Both Compliance News and DBE Good Faith are online publications, and maintain websites where advertisements are posted. Additionally both publications post all advertisements on LinkedIn, and Compliance News also posts all advertisements on X. Copies of LinkedIn and X advertisements can be found in **Exhibit 2**.

Utilization of the DBE/ALDOT DBE List(s)

Via utilized the list of DBEs certified through the Alabama Department of Transportation (ALDOT) UCP DBE certification program provided on the ALDOT's website to identify potential DBE partners for this project. We used the following NAICS codes to search for DBES that provided the services we were interested in subcontracting:

Printing	Tire Provision	Community Engagement	Vehicle wrapping	Uniforms	Janitorial Services
323110	326211	541613	541850	315210	561720
323111	326212	541820	339950	315250	
323112	423130	541910	323111	315280	
323113	441320		323113	315990	
323114	441340			323113	
323115				448190	
323116				323113	
323117					
323119					
323120					

Written Notices to DBEs

After identifying a list of potential partners in the ALDOT UCP DBE database, Via sent out solicitations to all firms via email. These notices included a description of the RFP, the services we were interested in subcontracting, and a request that interested firms contact us to schedule a conversation about the opportunity. An example of the initial solicitation email that was sent for each scope is attached in **Exhibit 3**.

We initially limited our outreach to firms physically located in the Mobile area; if no Mobile-based firms existed for a particular scope of work, we widened our search radius to include the whole state of Alabama. We began sending these solicitation emails on July 9. We sent follow up emails to all firms that did not respond to our initial solicitation within 2 days. After 4 days, if we did not receive responses, we expanded our search to include firms based in other states. A list of firms that we contacted about these opportunities can be found in **Exhibit 4**.

Follow up With Interested Firms

Of the 28 firms contacted about this procurement, we received responses from 9 interested firms. We responded to all firms that indicated interest in the project via email. We sent over scopes of work to firms that we had pre-existing relationships with, and scheduled introductory conversations with firms that were new to us. Following these conversations, firms that were still interested in the project were sent scopes of work, and asked to provide price estimates.

Provision of Adequate Information

Interested firms were sent the scopes of work attached in **Exhibit 5**. Firms that requested it were also sent copies of the RFP and addenda. Any questions the firms had about these documents were answered promptly over email.

Good Faith Effort Negotiation

We asked all interested firms to provide information on their pricing, as well as some background materials on their firm. We received these materials from 6 firms - 3 for community engagement, 1 for uniform provision, 1 for janitorial services, and 1 for printing. Through evaluation of these materials, and through subsequent negotiations with interested firms, we were able to secure partnerships with 4 highly qualified firms that we believe are exceptionally well-suited to carrying out these scopes of work effectively.

1. JCM & Associates - Uniform Provision

Blue Goose Uniforms is an AL UCP-certified DBE firm that specializes in providing uniforms and promotional products for a range of industries. Blue Goose has more than 30 years of experience helping partners enhance their brand identity and company culture by providing high-quality branded uniform apparel, backed by an unmatched commitment to service and personal care.

2. C.E.R.M. - Community Engagement

C.E.R.M. is one of the largest minority-owned, professionally licensed, environmental, engineering, and program management firms in the Southeastern United States. Carla Davis, the project lead, has many years of experience in providing community engagement services in the Mobile area, and excels in building strong community relationships, translating technical information into accessible materials, and supporting clients with detail-oriented, solutions-driven work.

3. Fine Printing - Printing Services

Fine Printing is a woman-owned AL DOT certified DBE that has been delivering quality products to satisfied customers for over 25 years. They specialize in providing full color printing as well as graphic art and design services.

4. H&S Commercial & Industrial Supplies & Svcs - Janitorial Services

H&S commercial is a janitorial services firm with over 25 years of experience in the industry. Specializing in providing commercial and industrial services to customers

nationwide, H&S's focus on safety, reliability, and integrity has allowed them to complete hundreds of projects and receive numerous awards for excellent service.

Although we were not able to identify DBE partners to provide vehicle wrapping and tire provision services during our initial search, we would be happy to continue searching for a DBE for these scopes of work after contract award. We would do this by monitoring the state's DBE databases and conducting outreach to newly-registered or pending entities who could provide these services. We also look forward to continuing to work with the City to identify new opportunities for small and minority businesses participation on this and any future projects.

We are grateful for the opportunity to partner with the City and would be happy to discuss different approaches to supporting the City's overall DBE goals. In the pages that follow, we have documented our significant outreach and engagement efforts to date. If we can provide any additional information regarding the contents of this submission, please do not hesitate to contact us.



Authorized Signatory:

Dan Berkovits
Senior VP of Strategy
Via Transportation, Inc
Manager
Via Transit (USA) LLC
114 5th Avenue, 17th Floor
New York, NY 10011

Authorized Contacts:

Jack Klempay
Strategy Associate Principal
Via Transportation, Inc.
(888) 501-7511, ext. 4
114 5th Avenue, 17th Floor
New York, NY 10011
jack.klempay@ridewithvia.com

Juliana Diquez
Partnerships Lead
Via Transportation, Inc.
(888) 501-7511, ext. 4
114 5th Avenue, 17th Floor
New York, NY 10011
juliana.diquez@ridewithvia.com



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Small Business
 Development for questions on
 completing this form.
 Via email: Archnique.kidd@cityofmobile.org
 251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” **Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Small Business
 Development for questions on
 completing this form.
 Via email: Archinque.kidd@cityofmobile.org
 251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Via Transit (USA) LLC
Address	114 5th Avenue, FL 17, New York, NY 10011
Telephone	(888) 501-7511 Ext. 4
E-Mail	procurement@ridewithvia.com

RFP/RFQ Solicitation Number	5963
Project Description	Provision of Transit Management Services for Mobile AL
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics*	Male 427 Female 315 Minority 261 Non-minority 240 SDVO -
Total number of Employees	742

Subcontractor/Major Supplier Plan submitted by:

*Workforce demographic information is reported for US employees of Via Transit (USA) and its affiliates, and excludes employees who chose not to report. Via does not collect data on its employees SDVO status.

Printed Name: Daniel Berkovits

Signature:

Date: 7/23/2025

Title: 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: Sonja Welch

Title: Strategy Associate Principle

Email: sonja.welch@ridewithvia.com

Phone: (888) 501-7511 Ext. 4

Page 2 of 5

Subcontractor/Supplier Plan

Updated 7.2025

CITY OF MOBILE

**Contact Office of Small Business
Development for questions on
completing this form.**
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Via Transit (USA) LLC Your Bid/Proposal Amount \$ 59,608,891 Date: 7/23/2025

Description	Transit Service Provider	Name of Bidder/Proposer:
		Via Transit (USA) LLC

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

[illegible]

*Final contract values depend on the final launch plan and service design



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Via Transit (USA) LLC

Contact Person: Juliana Diquez Phone: (888) 501-7511 Ext. 4 Email: procurement@ridewithvia.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.
☒		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☒		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☒		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

*No pre-bid meeting was held



OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

☒ _____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Please see attached letter of good faith efforts _____

EXHIBIT

COI- ACCORD FORM

ACTUAL TO BE ATTACHED TO FINAL SUBMITTED CONTRACT



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Jason Smith, Director

Sponsored by:

Robert Lasky, Executive Director of Public Safety

Purpose and Scope of Project:

1723-Authorize agreement with Protec video (Vendor ID 294102) for Gulf Coast Technology Center: \$695,000.00 (10041502/42200) (Sponsored by Robert F. Lasky and Mayor Stimpson) (Submitted by Jason S Smith_Gulf Coast Technology Center)

Amount of Contract:

\$695,000.00

Funding Source

10041502/42200

ATTACHMENTS:

1. Protec Video Annual Service Contract and Supporting Documents

REVIEWERS:

Rebecca Turk
Scott Collins
Cherlina Monteiro
James Barber



ANNUAL SERVICE CONTRACT

THIS AGREEMENT made and entered into by and between PROTECVideos, LLC (hereinafter "SERVICE PROVIDER"), and CITY OF MOBILE (hereinafter "CUSTOMER");

WITNESSETH:

WHEREAS the CUSTOMER is authorized and empowered to contract with the SERVICE PROVIDER for the engagement of the following services, some defined at a specific billable rate, per person, per hour:

- (a) **Technical Consulting and Subject Matter Expert Services (\$250/Hour);**
- (b) **Video and Network Design Services (\$300/Hour);**
- (c) **Maintenance and Repair (excluding hardware and licenses) For Video Sites and Other Locations**
General Services Per Service Technician (\$95/Hour)
Network Related Services Per Network Technician (\$125/Hour)
Electrical Services Per Electrician or Electrical Technician (\$125/Hour)
Safety Officer Services Per Safety Officer Assigned (\$125/Hour)
***Overtime and Holiday Pay Billed at 2X Standard Rate)**
- (d) **Internet Connectivity Services for Sites;**
- (e) **Storage, Transmission, and Housing of Imagery;**
- (f) **Covert Implementation and Installation Services;**
- (g) **Remote System Monitoring Services (\$125/Hour);**
- (h) **Subscription Service Fees (Annual / New Sites) (\$3,400.00/Camera)**
- (i) **Subscription Service Fees (Annual / Existing Sites) (\$1,200/Camera)**
- (j) **Archival Services for Evidentiary or Recording Purposes (\$125/Technician Hour)**
- (k) **Specialized Vehicle Fees (\$550/Day/Vehicle), As Needed;**
- (l) **Mobilization Fees;**
- (m) **Supplemental Power Supply Services (\$2,600/Request)**
- (n) **Problem Solving and Research and Development Services (\$250/Hour)**
- (o) **Site Audits, Surveys, and Inventory of Field Equipment and Connectivity;**

WHEREAS the SERVICE PROVIDER is permitted or otherwise certified and permitted, in accordance with established laws, policies, standards, or commonly accepted practices to perform the Professional Services (as a SERVICE PROVIDER) which are requested and desired by the CUSTOMER, now therefore:

IT IS AGREED by and between the two parties as follows:

SECTION 1 – RESPONSIBILITIES OF SERVICE PROVIDER

- 1.1 **SCOPE OF SERVICES:** The SERVICE PROVIDER shall furnish and perform the various Professional Services of this Agreement, to the extent which this Agreement applies, and as specifically provided above, for the duration and until completion of the Period or Term of this Agreement, outlined above. All services rendered under this contract will service The City of Mobile, and no other entities, unless otherwise and explicitly requested by the CUSTOMER. At the time of the signing of this agreement, The Customer and other agencies share mutual access to those systems providing similar services across multiple jurisdictions. The CUSTOMER may continue to have access and share across this system so long as the participating entities cooperate in the same regard.

1.2 GENERAL DUTIES AND RESPONSIBILITIES

- (a) Personnel: The SERVICE PROVIDER shall assign one or more qualified personnel to perform the Professional Services required for the Agreement. At the time of execution of this Agreement, the parties anticipate that the following individual, listed below, will perform as the "Principal Point of Contact" on this Contract; **even though he or she may employ the services of others from within the SERVICE PROVIDER's Company** to assist or complete services; at his or her discretion.

Name: JOHN D. MURPHY
Address: P.O. BOX 25
STOCKTON, AL 36579.
Title: OWNER

- (b) Standard of Care: In the performance of professional Services, SERVICE PROVIDER will use the level of care and skill ordinarily exercised by reputable members of SERVICE PROVIDER's profession currently practicing in the same professional community, under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- (c) Independent Contractor: The SERVICE PROVIDER is an independent contractor and as such is not an employee of the CUSTOMER.

SECTION 2 – CUSTOMER RESPONSIBILITIES

2.1 GENERAL DUTIES AND RESPONSIBILITIES

- (a) Communication: The CUSTOMER shall provide to the SERVICE PROVIDER information and criteria regarding the CUSTOMER's requirement for the contract and needs of service; examine and respond in a timely manner to the SERVICE PROVIDER's submissions or performance-based results; and give notice to the SERVICE PROVIDER whenever the CUSTOMER observes or otherwise becomes aware of any deficiency in the quality of services rendered or required repairs.
- (b) Access to Customer Space: The CUSTOMER shall allow and give access to space currently held, occupied, or owned, for which operational necessities exist for The SERVICE PROVIDER to provide the contracted services. This includes access to, and permission to use, and CUSTOMER owned facilities or buildings, for the duration of This Agreement.
- (c) Customer Representative: The CUSTOMER will assign the person indicated below to represent the CUSTOMER in coordinating this Agreement with the SERVICE PROVIDER, with authority to transmit instructions and define the specific needs of the CUSTOMER.

Name: _____
Address: _____

Title: _____
Phone: _____

SECTION 3 – TERM, RETAINER, AND COMPENSATION

3.1 TERM

- (a) The TERM for this agreement shall commence on or about **October 1, 2025**, or when all parties have signed, if after that date, and continue for approximately 12-months. Written notice shall be given to the SERVICE PROVIDER, 60 days in advance of any termination of this Agreement. The CUTOMER agrees to pay for all incurred fees due, during the 60-day notice period. The CUSTOMER shall only be responsible for payment of fees which were incurred prior to the notice of termination, and during the 60-day notice period.

3.2 ADVANCE FEE / PRE-PAYMENT

- (a) The CUSTOMER shall pay SERVICE PROVIDER upfront for initial mobilization service fees, in the amount of \$ **15,500.00** at the time of signing this agreement; The amount of the pre-paid fees represents an amount equal to the billable fees for any services which may have been or will be provided, rendered, or incurred, during “gap” periods of contracting.

3.3 COMPENSATION

- (a) In consideration of the services provided, the SERVICE PROVIDER is to be paid by the CUSTOMER pursuant to the attached hourly and standard rate fee schedule, an amount NOT TO EXCEED **\$695,000.00.**
- (b) Failure of the CUSTOMER to approve items necessary for the SERVICE PROVIDER to perform under the terms of this agreement, shall not obligate the SERVICE PROVIDER to perform those tasks for which the services or payments, if “necessary” or “required”, shall have been provided but were not.
- (c) **All invoices shall be paid within fifteen (15) days of submission.** A grace period of an additional fifteen (15) days shall accrue for unpaid invoices during the initial submission period. After the initial period, plus grace period (30-days total), a **LATE FEE** shall be applied equal to **4.5%** of the total invoice amount per month, until such invoice is paid in full, plus the late fee(s). Failure to pay the entire invoice amount at any time, or failure to pay in a recurring timely manner shall be reason for SERVICE PROVIDER to discontinue services and access to same, until such time as payment is received in full, or the period of performance under this contract expires.
- (d) There are many functions within the technology service industry which cannot be itemized, to include the rendering of emails, correspondences, minor repairs, scheduling, etc. These services are considered part of GENERAL and ADMINISTRATIVE COSTS for the period of this Agreement. All invoices submitted for payment will include a standard **G&A Service Fee of 3.5%.** Itemizing this fee separately allows The SERVICE PROVIDER to reduce significant price increase built into other service areas of the contract.

SECTION 4 – MUTUAL PROVISIONS

4.1 DISPUTE RESOLUTION

- (a) If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, SERVICE PROVIDER and CUSTOMER agree first to try in good faith to settle the dispute by negotiations between senior management of SERVICE PROVIDER and Senior management of CUSTOMER. If such negotiations are unsuccessful, SERVICE PROVIDER and CUSTOMER agree to attempt to settle the dispute by good faith mediation, as described herein where disputes shall be subject to independent mediation with both sides entering into mediation with a genuine intent to resolve the matter. The mediator shall be selected by The CUSTOMER with equal split of costs between the parties. If this matter does not settle in Mediation, a special judge may be selected by Protecvideo, LLC to hear all remaining issues not resolved by the mediator. A Mediator shall be identified on the Alabama Dispute Resolution Registry; and a special judge may be selected from any retired judge and/or any judge identified on the Alabama Dispute

Resolution Registry. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Mobile County, Alabama. CUSTOMER and SERVICE PROVIDER hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

4.2 OWNERSHIP OF INSTRUMENTS OF SERVICE

- (a) Reports, drawings, plans training materials, or other documents (or copies) furnished to SERVICE PROVIDER by the CUSTOMER shall, at CUSTOMER's written request, be returned upon completion of the Services hereunder; provided, however that SERVICE PROVIDER may retain one (1) copy of all such

4.3 INDEMNIFY AND HOLD HARMLESS

- (a) SERVICE PROVIDER shall indemnify and save CUSTOMER and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the SERVICE PROVIDER, its offices or employees in performance of Services pursuant to this Agreement.
- (b) SERVICE PROVIDER understands and agrees that much of the material and conversations discussed by and between the CUSTOMER, its CUSTOMER's, staff, or other representatives, as well as with the SERVICE PROVIDER may be confidential and covered legally under privilege or other categorization as sensitive.

SECTION 5 – COMPLIANCE

- (a) IMMIGRATION. 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. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.
- (b) OPEN TRADE PROVISION. In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- (c) INSURANCE. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:
 - (i.) General Liability Insurance - public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence

- Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined - \$500,000 per occurrence
- (ii.) Comprehensive - Automobile Liability Insurance including owned, non owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence
 - Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined - \$500,000 per occurrence
- (d) WORKERS' COMPENSATION/EMPLOYER'S LIABILITY. (when required by statute)
 - (1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.
- (e) Said insurance coverage shall be Primary and Non-contributory; waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.
- (f) If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.**

SECTION 6- ENTIRE AGREEMENT

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

SECTION 7 – APPLICABLE LAW

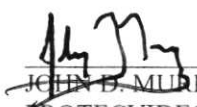
- (a) This Agreement is entered into under and pursuant to the laws of the State of Alabama.

SECTION 8 – ASSIGNMENT OF AGREEMENT

- (b) This Agreement shall not be assigned or transferred by either the SERVICE PROVIDER or the CUSTOMER without the written consent of the other.
- (c) If any portion of this agreement shall be deemed unlawful or in conflict; the remaining sections of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on this _____ day of _____, 2025.

FOR THE SERVICE PROVIDER:

By:  _____
JOHN D. MURPHY
PROTECVIDEO, LLC

Title: OWNER

FOR THE CUSTOMER:

By: _____
Name: _____

Title: _____

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

PROTECVideos LLC T02
12451 CR-64
LOXLEY AL 36551

YEAR	LICENSE NO.
2025	103529
ISSUED	EXPIRES
6/3/2025	12/31/2025

561620 SECURITY SYSTEMS - SALE-INSTAL -STATE LIC REQ



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



PROTECVideos LLC
PO BOX 25
STOCKTON, AL 36579-0025

1T1 P/4 155505

STATE OF ALABAMA

BALDWIN COUNTY

CONTROL NO.
3603504

LICENSE NO.
2511532

ACCOUNT NO.
60885

PROTECVIDEO LLC
MURPHY, JOHN
PO BOX 25
STOCKTON, AL 36579

ISSUED TO:

LICENSE YEAR

2025

DATE ISSUED

04 07 2025

MO. DAY YR.

LICENSE TYPE

STORE LICENSE

CHAIN STORE LICENSE

OCCUPATIONAL LICENSE

X

BUSINESS LOCATION:

52692 ST HWY 225
STOCKTON, AL 36579

RL:

U74 - #3603504 - T2 - P1670853 - M1

EXPIRES

9/30/2025

RENEW IN OCTOBER

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS (\$200k+)	375.00	1.00	56.25	0.00	13.65	445.90

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller

Vernon Barnett

Commissioner of Revenue

Name of Purchaser

Issuing Authority

HARRY D'OLIVE JR

Issuing Authority

TOTAL 445.90

MAIL FEE 0.00

TOTAL WITH MAIL FEE 445.90

2025 - 2511532
4/7/2025 1:30:42 PM
U74 - #3603504
T2 - P1670853 - M1

PROTECVIDEO LLC
MURPHY, JOHN
PO BOX 25
STOCKTON, AL 36579

ProTec Video, LLC

LICENSED FOR CCTV WORK



2024/2025-001689

Permit #

Given this day by the
Alabama Electronic Security
Board of Licensure.

01/01/24

Date

12/31/25

Expires

Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2025

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 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 Balance Partners, LLC PO Box 2550 Huntington, NY 11743	CONTACT NAME: Crystal Jacobs PHONE (A/C, No. Ext): 866-315-3838 FAX (A/C, No. Ext): E-MAIL ADDRESS: info@securityamericans.com INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's of London NAIC # AA-1126435 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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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	ADOL WSD	SUBR WSD	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	X		SARPG-000955-00	12/19/2024	12/19/2025	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 - COMP/OP AGG \$2,000,000 PROFESSIONAL LIABILITY \$1,000,000
	☐ 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
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below						PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CLK Multifamily Management Llc, CLK Management Corp, CLK Longview Management Llc, And All Their Affiliated, Owned, Managed, And Related Entities are additional insureds with respect to the general liability policy

CERTIFICATE HOLDER**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 Crystal Jacobs, RPLU

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

John Murphy

2 Business name/disregarded entity name, if different from above

ProTecVideo LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

52692 State Hwy 225 (P.O. Box 25)

6 City, state, and ZIP code

Stockton, ALabama 36579

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 3 3 4 0 3 0 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

4 Aug 25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

My Company Account

My Company Profile

Company Information

Company Name

Protecvideo LLC

Company ID

1332280

Employer Identification Number (EIN)

473340305

DUNS Number

NAICS Code

813

Subsector

Religious, Grantmaking, Civic, Professional, and Similar Organizations

Doing Business As (DBA) Name

Protecvideo LLC

Enrollment Date

Aug 13, 2018

Unique Entity Identifier (UEI)

Total Number of Employees

5 to 9

Sector

Other Services (Except Public Administration)

RESOLUTION

Sponsored by: Mayor Wiliam S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,

That the mayor and the city clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a one-year contract, by and between the City of Mobile and **PROTECVIDEO, LLC.**, in an amount not to exceed \$695,000.00 for a period ending December 31, 2026, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technology, training, and consulting services. A copy of said contract is on file in the office of the city clerk.

Adopted

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

This contract is between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform professional services that assist the City with the execution of requirements for the implementation of the City's project management program, including the project management software Trimble Unity Construct (Formerly eBuilder) for capital improvement programs. OnIndus has been an ongoing support team for the City of Mobile in its implementation of a project management program and has provided this support to multiple municipalities over 35 years of managing and overseeing capital project technology. They have helped the City of Mobile specifically with the implementation of Trimble Unity Construct through process creation, project manager and external vendor system training, and standard operating procedure manual data gathering and design. They will be helping our team with the next stage of implementation, which includes continuing the integration with Munis and training and adoption support for internal teams and external vendors.

Amount of Contract:

\$185,000

Funding Source

2045-42200

ATTACHMENTS:

1. 1 COVER LETTER - OnIndus_Contract_Final 2025.8 1 JG
2. 2 RESOLUTION - OnIndus_Contract_Final 2025.8 2 JG
3. City of Mobile - Signed - Notarized & Updated

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Scott Collins
Cherlina Monteiro
James Barber



August 20, 2025

To Whom It May Concern:

Attached to this memo is a contract between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform professional services that assist the City with the execution of requirements for the implementation of the City's project management program, including the project management software Trimble Unity Construct (Formerly eBuilder) for capital improvement programs.

OnIndus has been an ongoing support team for the City of Mobile in its implementation of a project management program and has provided this support to multiple municipalities over 35 years of managing and overseeing capital project technology. They have helped the City of Mobile specifically with the implementation of Trimble Unity Construct through process creation, project manager and external vendor system training, and standard operating procedure manual data gathering and design. They will be helping our team with the next stage of implementation, which includes continuing the integration with Munis and training and adoption support for internal teams and external vendors.

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

Respectfully,

A handwritten signature in black ink that reads 'Jennifer Greene' in a cursive script.

Jennifer Greene
Director, Programs and Project Management
Engineering & Infrastructure

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

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

Name of Company: SPV ASSOCIATES INC. (DBA OnIndus)

Project Name: CIP CONSULTANT FOR TRIMBLE UNITY CONSTRUCT

Project Number: 2025-2045-02

Cost: \$185,000.00

Adopted:

City Clerk



**Trimble Unity Construct
Configuration and Integration services**

PROJECT NO. 2025-2045-02

**CONSULTANT:
SPV Associates Inc. DBA OnIndus**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT is made as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SPV Associates Inc. DBA OnIndus** (hereinafter called the “CONSULTANT”).

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Consultant and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **SPV Associates Inc. DBA OnIndus** is uniquely qualified in the business of Trimble Unity Construct configuration and integration services.

WHEREAS, the City of Mobile desires to engage **SPV Associates Inc. DBA OnIndus** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

PROJECT MANAGER – a designated representative of the City of Mobile, responsible for overseeing the project.

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 CONSULTANT 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.

CONSULTANT - An individual, corporation, partnership, or other entity selected to perform any or all consultant services for this PROJECT. The consulting company so assigned to this PROJECT is **SPV ASSOCIATES INC. DBA ONINDUS**.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for commencement of work.

PROJECT – Trimble Unity Construct configuration and integration services, PROJECT NO. 2025-2045-02. This project is to continue to design, configure, and train the City of Mobile's Capital Project Team.

II. STANDARDS

The CITY hereby retains the CONSULTANT and the CONSULTANT agrees to perform for the CITY the consultant services in connection with the PROJECT. Consultant services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT, in the preparation of items pertaining to this PROJECT, will meet the requirements for conformance with the applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and approval.

III. SCOPE OF WORK

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

- A. The completion of this scope will increase the operational effectiveness of the City of Mobile's capital program. The result will be digitized processes and a more proactive approach to capital project execution. Key positive impact areas include:

- Design, development, and deployment of additional processes
- Integration Services
- Ongoing system support

Specifically

- A. Integration Oversight for Commitments, and Commitment Changes
- B. Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (hours to be determined)
- C. Pay Application Process
- D. Project Closeout Process
- E. Bi-Weekly Training Sessions for eB Admins (through December 2025)
- F. Continued Process Updates
- G. User Management Process
- H. Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week through Dec 2025)
- I. Contingency (10%)
- J. Project/Program Management (15%)

- B. The contract term shall extend from the date of complete execution until August 1, 2026

1. General

- a. Should the PROJECT MANAGER request, the CONSULTANT shall schedule and conduct weekly meetings with the PROJECT MANAGER to provide a status report of progress at each meeting. These meetings shall continue until the project end date.
- b. Requirements under this task shall include all work necessary to provide all steps needed to complete process creation final PROJECT.

2. Progress Review

- a. The CONSULTANT will be required to maintain strict review of progress of the PROJECT's progress. A monthly report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via fax, email, or regular mail.

TERM.

This Contract shall extend from the date of complete execution until August 1, 2026.

IV. TERMINATION

a. The City shall have the right at any time upon thirty (30) calendar day's written notice to the CONSULTANT to terminate the services of the CONSULTANT. The City shall pay to the CONSULTANT and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 IV.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 CONSULTANT and the CONSULTANT 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 CONSULTANT has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the CONSULTANT indicating its intention to do so. Payment for work performed prior to the CONSULTANT'S abandonment shall be as stated above. CONSULTANT 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 CONSULTANT shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

g. After consultation with and written Notice to the CONSULTANT 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 CONSULTANT'S work not performed in accordance with the requirements of this Contract; 2. The quantity of the CONSULTANT'S work not delivered or performed as represented in the CONSULTANT'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 CONSULTANT; 5. The CONSULTANT'S failure or refusal to perform any other obligation under this Contract.

h. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY.

V. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional Consulting services, nor to limit or reduce CONSULTANT's liability for any breach thereof.

VI. COMPENSATION

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

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional Consulting services, as shown in the in Exhibit C Fee Schedule attached hereto and incorporated herein, and as authorized by the CITY as follows:

Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure.

B.

a. LIMITATIONS OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed \$185,000.00 (One Hundred and Eighty-Five Thousand Dollars and Zero Cents).

- C. CONSULTANT acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the City of Mobile, its elected and appointed officials, officers, agents, representatives, and employees (collectively, the "City Indemnitees") from and against any and all claims, demands, actions, damages, losses, diminution in value, liabilities, costs, and expenses (including reasonable attorney's fees and litigation expenses) to the extent arising out of, relating to, or resulting from:

1. the negligent, reckless, willful, or intentional acts or omissions of CONSULTANT, its employees, agents, subconsultants, or any other entity for which CONSULTANT is legally responsible;
2. any failure by CONSULTANT to pay its subconsultants, suppliers, or vendors;
or
3. any actual or alleged infringement or misappropriation of intellectual property rights arising out of CONSULTANT's services.

The duty to defend is independent of and in addition to the duty to indemnify and shall apply upon the assertion of any claim within the scope of this provision, regardless of ultimate liability.

STANDARD OF PERFORMANCE:

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

B. INSURANCE

CONSULTANT shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. For the duration of this Agreement, CONSULTANT shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including Technology E&O 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 CONSULTANT.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. The consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. COMPLIANCE WITH 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. ANTI-BOYCOTTING

CONSULTANT 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.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. 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 Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. CONSULTANT agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the CONSULTANT shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XII. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. CONSULTANT shall use TUC as an essential component to project management with the City of Mobile.

XIII. 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.

XIV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by CONSULTANT 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 CONSULTANT written notice of such termination. In the event of termination of this Agreement by the City because of the CONSULTANT 's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONSULTANT and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XV. WITHHOLDING PAYMENT DUE

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

XVI. CURE PLAN

A. If Consultant fails to comply with any material provision of this agreement, the City may issue a written notice requiring Consultant to submit a corrective action plan (CAP) within such time as City directs. If Consultant fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement

XVII. XXVII. MISCELLANEOUS

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

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Consultant's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

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

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

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and Consultant each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

SPV ASSOCIATES, INC.

By: [Signature]

Print: SIDHARTH SHAH

Its: PRESIDENT

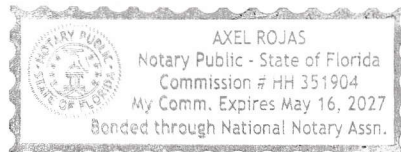
Address: 5800 WIND DRIFT LN
BOCA RATON FL 33433

Telephone: 590 737 8283

STATE OF ~~ALABAMA~~ Florida
CITY OF ~~MOBILE~~ Palm Beach

I, Axel Rojas, a Notary Public in and for said State and County, hereby
certify that Sidharth Shah, whose name as President of
SPV ASSOCIATES, INC. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 15th day of August, 2025.



[Signature]
NOTARY PUBLIC

My Commission Expires: May 16, 2027

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

EXHIBIT A: PROJECT SCOPE (Description of Services)

May 14, 2025

Schedule A (Description of Services)

1. Objective

The objective of this proposal is to continue to design, configure, and train the City of Mobile's Capital Project Team.

2. Summary of Scope of Work

The completion of this scope will increase the operational effectiveness of the City of Mobile's capital program. The result will be digitized processes and a more proactive approach to capital project execution. Key positive impact areas include:

- Design, development, and deployment of additional processes
- Integration Services
- Ongoing system support

Customer Initials:

3. Scope of Work

- A. Integration Oversight for Commitments, and Commitment Changes
- B. Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (hours to be determined)
- C. Pay Application Process
- D. Project Closeout Process
- E. Bi-Weekly Training Sessions for eB Admins (through December 2025)
- F. Continued Process Updates
- G. User Management Process
- H. Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week though Dec 2025)
- I. Contingency (10%)
- J. Project/Program Management (15%)

Customer Initials:

4. Investment

OnIndus services provided will be at the following competitive market rates:

STEP	HOURS	BUDGET
Integration Oversight for Commitments, and Commitment Changes	120	
Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (hours to be determined)	80	
Pay Application Process	40	
Project Closeout process	100	
Bi-Weekly Training Sessions for eB Admins (through December 2025)	35	
Continued Process Updates	70	
User Management Process	45	
Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week though Dec 2025)	210	
Contingency (10%)	70	
Project/Program Management (15%)	105	
Sub Total	875	\$175,000.00
Estimated Travel		\$10,000.00
Total Budget	875	\$185,000.00

Customer Initials:

Cost

- a. Hours in this Engagement: 875 Hrs
- b. Time frame: 6/1/25-12/31/2025 (approximately)
- c. Total Consulting Budget: \$ 175,000.00
- d. Estimated Travel: \$10,000 NTE
- e. Potential Resources
 - i. Project Manager
 - ii. e-Builder Specialist
 - iii. Business Analyst
 - iv. Power BI Specialist
- f. Most of the work will be delivered remotely.
- g. However, there may be a need to travel to deliver in person training with a budget of \$10,000 NTE. OnIndus will bill travel on actuals with receipts.

Payment Terms

- h. Billed Monthly, at the end of the month, NET30
- i. Hourly Report Provided With Billing, Itemizing Resource Hours, and Task Performed

Customer Initials:

5. Project Timeline

Phase 4

Phase 4 Timeline		Priority	Start	Delivery	June	July	August	September	October	November	December
1	Integration Oversight for Commitments, and Commitment Changes	Highest	6/1/25	9/30/25							
2	NEW - Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (COM to determine if necessary)	Medium	6/1/25	9/30/25							
3	Pay Application Process	High	7/1/25	8/31/25							
5	Project Closeout process	High	8/1/25	12/31/25							
6	Bi-Weekly Training Sessions for eB Admins (through December 2025)	Medium	6/1/25	12/31/25							
7	Continued Process Updates	Medium	6/1/25	12/31/25							
8	User Management Process	Medium	9/1/25	11/30/25							
9	Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week through Dec 2025)	Medium	6/1/25	12/31/25							

Customer Initials:

6. Assumptions

For Successful completion of the projects, we assume the following to be true.

- The City of Mobile team will provide inputs in a timely manner and assist in validating the solution.
- The City of Mobile team will provide access to the e-Builder System to do necessary configuration and training.
- Weekly update meetings will be rescheduled and require the participation of stakeholders from both OnIndus and City of Mobile to confirm the current project status.
- Availability of key stakeholders to support the implementation of the project.
- Unless stated in section 3 of this document, all other items are considered out of scope. Changes to the scope of work will be documented and agreed upon mutually with cost and time impact factors provided in writing.
- OnIndus resources will support the project by being onsite and remote as required.
- All data and information shared is confidential and proprietary and shall not be distributed or shared with other 3rd parties without mutual consent.

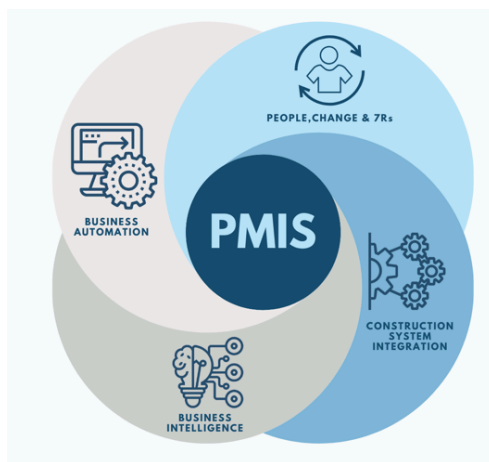
Customer Initials:

7. About OnIndus

Who We Are:

- Experts with more than 70 years of collective Project Control Systems
- Practitioners from different spheres of the Construction Industry
- Agile and Customer Focused
- Successful in Harnessing Power of Technology
- Turning Data into Information and Actionable Insights
- Delivering your Projects Successfully

A Trusted Partner That Understands Your Business



OnIndus is composed of industry experts with over 70 years of managing and overseeing capital project technology imperative to any program's success. With vast exposure to the marketplace, the team has observed, developed, and executed best-in-class business automation processes, system integration, change management, and business intelligence. The entire team delivers on 35 years of Project Controls

Enterprise Systems experience and 80 years of emerging technology experience.

Working across an organization and in multiple industries, OnIndus allows owners to realize the return on investment expected from their PMIS, like eBuilder, faster, and more efficiently than before, avoiding risk and improving performance and on-time delivery.

Customer Initials:

The OnIndus team understands the specific business needs of your organization. We provide end to end support to your organization, including:

- reporting requirements of leadership and key stakeholders,
- coordination of training and daily tasks – day-to-day and admin activities, and
- unique needs of your configuration.

We document the processes internal to your team that interface with e-Builder, integrations with other systems, and any additional systems that your teams may use to deliver your services. We are confident that we can understand the challenges and issues that your teams may be experiencing and work to develop the best solutions.

- Internal Business Process experts (the People and the interactions between Departments
- Change Management execution Focused - We handle the Communication, Training, and ROI.
- Reporting Experts - Use your Data at the highest levels and drive adoption.
- Data integration Experts - Reduce Duplicate entry.
- Experts in PMIS Software - We can configure precisely how you need it.

Customer Initials:

EXHIBIT B: FEE SCHEDULE

CONSULTANT'S SUMMARY OF HOURLY RATES

EXHIBIT B: Fee Schedule

CONSULTANT'S SUMMARY OF HOURLY RATES

Role	Rate
Project Manager	\$225
Business Analyst	\$200
Power BI	\$175
Blended Rate	\$200

Total Project Hours 875

EXHIBIT C: CONSULTANT'S FEE DISBURSEMENT SCHEDULE

Integration Oversight.....	\$24,000
Bid Services and Contract Administration.....	\$16,000
Pay application Process.....	\$ 8,000
Project closeout Process.....	\$ 20,000
Biweekly training for Admins	\$7,000
Continued Process Updates	\$14, 000
User Management Process.....	\$ 9,000
Ongoing System Support.....	\$42,000
Contingency.....	\$ 14,000
Project/Program Management	\$ 21,000

<u>Total Contract Amount including Additional Services</u>	<u>\$185,000.00</u>
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EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.															
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED , the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED , subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).															
PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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EXHIBIT G: VENDOR AFFIDAVIT,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who,
being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

CEO of _____

Sworn to and subscribed before me this the ____ day of _____, 2025.

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

Signature and Seal of Notary Public

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared SIDHARTH SHAI (affiant) who, being duly sworn says as follows:

President/CEO of SPV Associates INC dba ONINDUS

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for SPV Associates that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

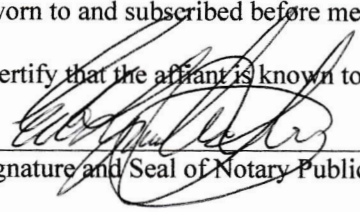
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to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

I further attest that said SPV Associates is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1337197.

CEO of SPV Associates INC

Sworn to and subscribed before me this the 15 day of August, 2025.

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



Signature and Seal of Notary Public



Erika Lynn Mizrahi Sinofsky
Comm.: HH 691921
Expires: Jun. 24, 2029
Notary Public - State of Florida



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Karen Poth

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Tinker Imagineers B.V. to design, produce, and install Mobile River Delta Mosaic immersive experience exhibit for National Maritime Museum of the Gulf.

Amount of Contract:

NTE \$2,000,000.00

Funding Source

2024 GOMESA

ATTACHMENTS:

1. 2025 Tinker Agenda Package
2. GOMESA Council Approval

REVIEWERS:

Donald Rose
Kelsi Tippery
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: September 2, 2025
Date

Item No. _____

Submitted by: National Maritime Museum of the Gulf
Department

Karen Poth
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Joseph Snowden
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Tinker Imagineers B.V.

PURPOSE & SCOPE OF PROJECT:

Contract with Tinker Imagineers B.V. to design, produce, and install immersive Mobile River Delta
Mosaic immersive experience exhibit for National Maritime Museum of the Gulf.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$2,000,000.00

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: 2024 GOMESA

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional & creative services, Impossible to bid - RFP issued

How many bidders received bid packages (if applicable): N/A

How many bidders submitted bids (if applicable): 20

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 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 agreement, by and between the City of Mobile and Tinker Imagineers B.V., for professional museum exhibit design, production, and installation services for the National Maritime Museum of the Gulf, in a total amount not to exceed \$2,000,000.00, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



Professional Services Contract City of Mobile

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and TINKER IMAGINEERS B. V., a Foreign Private Limited Liability Company of the Netherlands, having its principle office located at Hamburgerstraat 23, 3512 NP, Utrecht, and registered to business with the State of Alabama (hereinafter "Service Provider"), as follows:

This Agreement, including its Exhibits, attached hereto and incorporated herein, represent the entire agreement between Service Provider and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Service Provider and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Proposals for Exhibit Design and Installation on November 22, 2024; and

WHEREAS, the City evaluated the proposals received and found the Service Provider qualified to perform the necessary services; and

WHEREAS, the Service Provider is uniquely qualified and engaged in the business of museum exhibit design and installation, and

WHEREAS, City desires to engage this Service Provider, due to the Service Provider's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Service Provider, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. General Scope of Work: The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as generally described in Service Provider's proposal dated 01/17/25, as set out in **Exhibit A** to this agreement. The scope of services are specifically detailed in the design & build process; according to

the following four project documents:

1. The planning (**Exhibit B**), which lists the seven stages of the project as well as the envisaged planning for each phases as follows: (a) concept design, (b) developed design, (c) final design, (d) pre-production (e) media production, (f) exhibit component production, (g) exhibit installation and testing. The planning is and shall at all times be indicative only and will be aligned and adjusted in consultation between the Parties before each stage;
2. The Responsibility Matrix (**Exhibit C**), which outlines seven phases: (a) concept (b) storytelling (c) experience design (d) project management (e) production and delivery (f) building and infrastructure (g) communication, as well as each party's responsibilities, and which will be further aligned and confirmed prior to the developed design-stage within the design-phase;
3. An initial list of deliverables (**Exhibit D**); which will be further developed and drawn up in consultation between the parties and confirmed prior to the delivery phase;
4. Fee and payment schedule (**Exhibit E**).

B. Feedback and Modification Process:

1. The City is entitled to a maximum of two (2) feedback rounds per stage (as listed in **Exhibit B**). After feedback rounds and modifications made by the Service Provider, the stage is considered final. Thereafter, should City require additional modifications, such will be considered additional work unless agreed otherwise in writing. Hours spent on additional work will be deducted from the production budget, which may have an impact on the production quality of the exhibition. By establishing clear agreements on process, the Service Provider aims to minimize the amount of additional work; ensuring production quality of the exhibition.
2. City feedback and/or request for modification is to be provided exclusively by the City's internal team and shared through the City Project Manager. The "City Project Manager" will be the Director, National Maritime Museum of the Gulf of Mexico, or her designated representative. Input from third parties (e.g., advisory board or board of directors) will only be conveyed by way of the City Project Manager during the design and production phases. The Service Provider may at all times rely on the feedback and instructions of the City Project Manager.
3. City feedback and/or request for modification must be clear, directive, and consolidated into a single document or communication by the City Project Manager. Feedback should not be contradictory. If ambiguities arise, the Service Provider may request clarification before proceeding with further work. If the feedback does not meet these conditions, it may cause delays and additional work.

Hours spent on or caused by additional work or delays may be deducted from the production budget, which may have an impact on the production quality of the exhibition.

4. The City Project Manager shall either approve or reject (providing reasons for the rejection) to designs, drawings, and reports within 14 days from receipt thereof. If no approval or motivated rejection is provided within 14 days, this will cause delays to the schedule and may lead to additional cost, which shall be deducted from the production budget.
- C. The Service Provider shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession
- D. The Service Provider agrees to diligently provide all materials, services, and labor for the performance of this agreement, in accordance with the scope of services made part of this Contract as **Exhibit A, Exhibit B, Exhibit C, Exhibit D and E**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.
- E. Delivery:
1. After production and installation, the exhibition will be tested as provided for in Exhibit B. This may lead to adjustments, which will be made during the testing phase, taking into account the process described in paragraph I.B. The final delivery will take place in accordance with **Exhibit B**. This formally concludes the testing and aftercare phase, and the final invoice will be issued in accordance with **Exhibit E**.
 2. After completion, the Service Provider will advise on setting up an SLA (Service Level Agreement), a service and maintenance contract involving specialized companies. These are the companies that, for example, supply the electronic equipment and the décor. The Service Provider will facilitate the transition to these services but does not offer an SLA itself.

II. TERM OF AGREEMENT

This Contract shall commence immediately upon execution by both the City and the Service Provider and shall continue through the completion of the Project as described in paragraph I.A., in accordance with Project Schedule established in **Exhibit E**, attached hereto and incorporated herein.

III. COMPENSATION

- A. The City shall pay the Service Provider for the services rendered hereunder and

completed in accordance with the terms and conditions of this Contract, performed to the reasonable satisfaction of the Project Manager, in an amount not to exceed Two Million Dollars (\$2,000,000.00) for the entire Project in accordance with **Exhibit E Fee Schedule**. The City will not be responsible for payment of any interest, late fees, collection fees, or attorney fees unless the City fails to adhere to **Exhibit E**, without proper cause.

- B. The Parties acknowledge and agree that the overall budget may be impacted by several factors, amongst which choices made in the design-phases; delays caused by action or inaction of the City; availability and prices of materials that may vary from time to time; import duties and similar taxes or costs. Given the fact that the overall budget shall not exceed Two Million Dollars (\$2,000,000.00) for the entire Project, those (and potentially other) factors will impact the production budget and the adjustment of **Exhibit D's** list of deliverables.
- C. Notwithstanding the preceding, Service Provider shall perform no work under this Agreement until receipt of a notice to proceed. Service Provider acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If no notice to proceed is issued within 90 calendar days from the signing of this Contract, such shall be considered a suspension of the Project granting the Service Provider a right to terminate the Contract as provided for in section XIII.F. If a notice is issued, the City reserves the right to cancel the notice, which cancellation shall be considered a termination and must be given in accordance with section XIII.A.
- D. Payment of all import duties, fees and taxes and all income, employment and unemployment taxes incurred on labor, materials and equipment in connection with the Work done on- site (e.g. National Maritime Museum of the Gulf of Mexico) or with work performed outside of the United States of America shall be the exclusive responsibility of the Service Contractor.

IV. METHOD OF PAYMENT

- A. The City shall pay the Service Provider through payment issued by City upon receipt of the Service Providers submission of documented invoices reflecting work performed at the appropriate intervals of project completion in accordance with **Exhibit E** and written approval of same by the City's Project Manager indicating that services have been rendered in conformity with this Contract.
- B. The Service Provider shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit E**, Payment Schedule, attached hereto and incorporated herein.
- C. The Service Provider's invoices shall be in a form satisfactory to the Project Manager who shall initiate disbursements. The Service Provider is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Service Provider and the City.
- B. If the Project Manager requires the Service Provider to perform additional services related to this Contract then the Service Provider 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 Service Provider. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Service Provider, the Service Provider shall not be entitled to additional compensation.

VI. RIGHTS IN DATA

All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product and arising from the performances of the Services (other than the Work Product itself) shall be and remain the property of Service Provider. Any modification of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider. The City may use the Work Product for purposes of marketing the project and to produce and sell merchandise relating to the project, to be sold in the Museum's gift shop. Other than as indicated in the previous sentence, reuse or copying of the Work Product, in whole or in part, shall only be permitted with the prior written consent of the Service Provider and after negotiation of appropriate compensation.

VII. LIABILITY OF SERVICE PROVIDER

- A. To the fullest extent permitted by law, Service Provider covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Service Provider (herein defined to include but not be limited to Service Provider's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected

with the Service Provider as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Service Provider, or (3) arise out of or are related to any other act or omission relating to the Service Provider, the Contract, the work under the Contract or otherwise undertaken by the Service Provider as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Service Provider agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. Notwithstanding section VII.A, the Service Provider's liability towards the City, its officials, agents, representatives, and employees shall at all times be limited to the amounts covered by and actually paid out under the Service Provider's insurance policies in accordance with the minimum requirements stipulated in this Contract.

C. This section of the Agreement will survive the expiration or termination of the Agreement.

VIII. SERVICE PROVIDER'S INSURANCE.

Service Provider shall procure and maintain insurance as specified in **Exhibit F**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

IX. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. The personnel assigned by the Service Provider to perform the services of this Contract shall comply with the terms set forth in this Contract. The Service Provider shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks.

B. The Service Provider agrees to respond to communication from the City within three working days unless that is not reasonably feasible.

C. The Service Provider warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Service Provider), 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 Service Provider; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Service Provider agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Service Provider's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance

with the provisions contained herein. The City further reserves the right to suspend or debar the Service Provider from consideration for award of future contracts in accordance with Alabama competitive bid law if the Service Provider does not abide by the terms of this contract.

- F. The Service Provider shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- G. The Service Provider 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 Service Provider offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- H. The Service Provider is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Service Provider 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 Service Provider's sole direction, supervision and control. The Service Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Service Provider's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Service Provider shall be solely responsible for providing benefits and insurance to its employees.

X. TIME FOR PERFORMANCE

The Service Provider also agrees no work will begin prior to the Notice to Proceed having been issued. All work to be performed under the provisions of this Contract shall be completed in accordance with the planning established in **Exhibit B**, in accordance with section I.A.i.

XI. FORCE MAJEURE

- A. The Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable 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. The City's Project Manager shall act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Service Provider all applicable information and technical data in City's possession or control reasonably requested by Service Provider for the proper performance of the Services.
- C. The Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Service Provider payment requests for approval or rejection. 2. Periodic reviews of the work of the Service Provider as necessary for the completion of the Service Provider's services during the period of this Agreement.
- D. The City shall not provide any services to the Service Provider in connection with any claim brought on behalf of or against the Service Provider.

XIII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Service Provider to terminate the services of the Service Provider. The City shall pay to the Service Provider and the Service Provider shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services as well as costs already incurred by the Service Provider that cannot be prevented or undone.
- B. Any material failure of the Service Provider to satisfy the material requirements of this Contract shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable, the Service Provider shall be notified in writing by the City and shall have an opportunity to cure such default(s) within twenty (20) working days after notification. 2. For defaults that are not curable, 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 Service Provider and the Service Provider 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 Service Provider has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Service Provider indicating its intention to do so. Payment for work performed prior

to the Service Provider's abandonment shall be as stated above. Service Provider 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 Service Provider shall have the right to terminate services only in the event of the City failing to pay the Service Provider'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 Service Provider 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 Service Provider's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Service Provider's work not delivered or performed as represented in the Service Provider's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property, provided that such claims are caused by the Service Provider's default; 4. Damages to the City or a third party caused by Service Provider; 5. The Service Provider'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 Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Service Provider agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Service Provider shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings,

provided, however, that the City continues to perform its payment obligations in accordance with Exhibit E.

XV. VENDOR WARRANTY

- A. All products provided under this Contract shall be new or refurbished and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Service Provider shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Service Provider shall refund to the City any money which has been paid for same.
- C. Service Provider warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Service Provider's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- D. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Service Provider as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Service Provider agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

- A. The Project Manager may at any time, by written order to the Service Provider, require the Service Provider 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 Service Provider. Upon receipt of such an order, the Service Provider 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 Service Provider 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.

- B. In the event the City determines to not direct the Service Provider to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. 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 Service Provider to resume work within ninety (90) days, the Service Provider 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 Director, National Maritime Museum of the Gulf of Mexico.
- 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 City Attorney
P.O Box 1827
Mobile AL 36633

SERVICE PROVIDER:
Tinker Imagineers B.V.
Hamburgerstraat 23
3512 NP Utrecht
The Netherlands

- C. Any change in the City's Department Head or the Service Provider'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

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Service Provider for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Service Provider and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, taking into account the stipulations in section XIII.B.

XX. WITHHOLDING PAYMENT DUE

- A. Default by Service Provider shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXI. CURE PLAN

- A. If Service Provider fails to comply with any material provision of this agreement, the City may issue a written notice requiring Service Provider to submit a corrective action plan (CAP) within such time as City directs. If Service Provider fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. Failure by the Service Provider to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any Service Provider breach as defined herein, may be considered by City in evaluating the Service Provider'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

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Service Provider 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, Service Provider shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIV. ANTI-BOYCOTT

- A. Service Provider agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Service Provider's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Service Provider is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Service Provider and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

- N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the Service Provider agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- U. NON-ASSIGNMENT. The City and Service Provider each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Service Provider shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

Seen for legalization of the signature of the person(s)
mentioned above-without accepting responsibility
for the contents of this document- by me,
mr. R. Th. van Leeuwen, LLM civil-law notary practising
in Utrecht (The Netherlands) on: 06-08-2025



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year
first written.

TINKER IMAGINEERS B. V.

BY: _____

Its Authorized Agent

Date: July, 30th 2025

06/08/25

Print Name: Erik Bär

ACKNOWLEDGEMENT/APOSTILLE

Given under my hand this the _____ day of _____, 20__

(Seal)

Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Name: E. P. C. Bär

Date of birth: 17/03/1969

The undersigned, Mr. R.Th. van Leeuwen, civil-law notary in Utrecht, hereby declares that he has verified the identity of the person who signed, by means of an original and valid identity document. The person has been identified in accordance with the provisions of the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (Wwft).

Executed in Utrecht on 06/08/2025

The undersigned accepts no responsibility for the content of the document signed by the identified person.

Mr R.Th. van Leeuwen



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS
This public document
2. has been signed by Mr. R.Th. van Leeuwen
3. acting in the capacity of notary at Utrecht
4. bears the seal/stamp of aforesaid notary

Certified

5. in Utrecht
6. on 06-08-2025
7. by the registrar of the district court of
Midden-Nederland
8. no. 25/3626
9. Seal/stamp:
10. Signature:

M.H. Hewitt



EXHIBIT A SERVICE PROVIDERS PROPOSAL DATED 1/17/2025
EXHIBIT B PLANNING SCHEDULE
EXHIBIT C RESPONSIBILITY MATRIX
EXHIBIT D INITIAL LIST OF DELIVERABLES
EXHIBIT E FEE AND PAYMENT SCHEDULE
EXHIBIT F CITY INSURANCE REQUIRED

EXHIBIT A SERVICE PROVIDERS PROPOSAL DATED 1/17/2025

01/17/25 - The National Maritime Museum of the Gulf of Mexico - proposal Tinker imagineers

Delta Mosaic. A Confluence of Life ●

tinker imagineers.

a) cover letter ●

Thank you for sharing your RFP with us.

This is Tinker imagineers' proposal for the interactive, immersive exhibition
"Delta Mosaic. A Confluence of Life" at The National Maritime Museum of the Gulf of Mexico.

Given our passion for meaningful projects and our love of nature, we were immediately drawn to your project. It shares many of the ingredients that characterize our ideal way of working. And we firmly believe that being from another continent can inspire new perspectives and solutions, ultimately creating something unique for your project.

In a very short time, we have immersed ourselves in the world of the Mobile Tensaw River Delta. To strengthen this proposal, we collaborated with a trusted VFX creative partner, leveraging their expertise to enhance our ideas.

We are pleased to present our vision for the project and are excited to be considered to bring this vision to life. We hope you enjoy it as much as we have enjoyed creating it!

Utrecht, the Netherlands, January 2025

b) reference projects ●

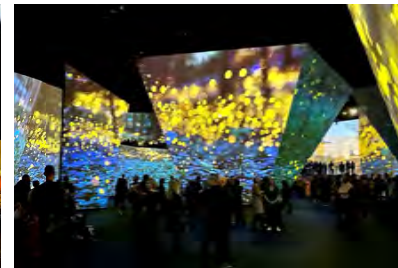
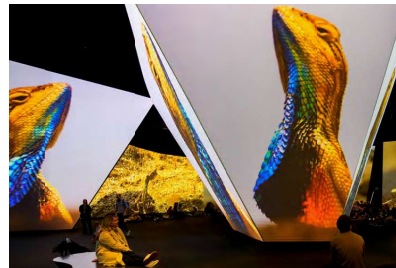
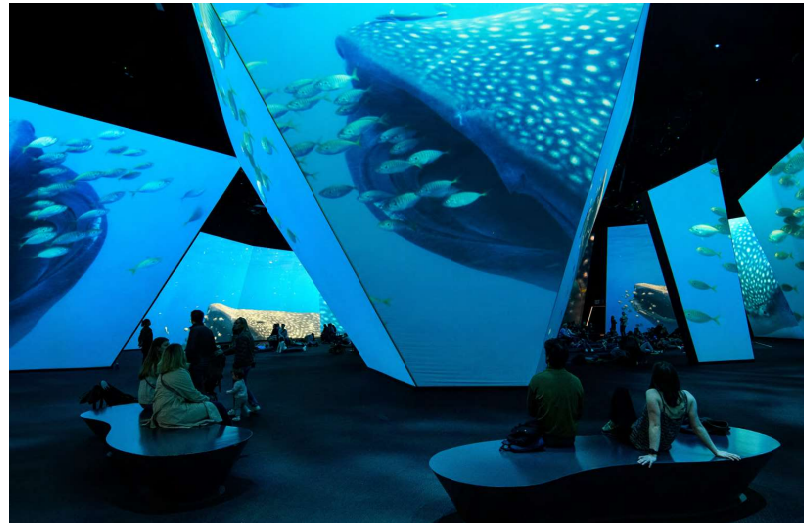
bbc earth experience

Tinker imagineers teamed up with world-class players Moon Eye Productions, Live Nation (UK) and BBC Studios for BBC Earth Experience. A top-notch immersive attraction offering visitors the chance to experience the extraordinary diversity of our planet. Visitors take a 360-degree audiovisual journey, featuring footage from the BBC series Seven Worlds, One Planet. Including bespoke Sir David Attenborough narration. Tinker did the experience and audio-visual design.

Footage, including new material, is projected on multiple multi-angle screens using the very latest digital screen technology. This new London & Melbourne attraction offers a transformative experience that allows audiences of every age to feel like they have stepped into the natural world. Losing themselves in boundless wonder as they travel to far flung places. The sustainability-focused design uses recyclable and reusable materials, LED projectors powered by renewable energy, and cotton screens repurposed after use.

client moon eye productions
location london, united kingdom & melbourne, australia
scope of work av design, experience design
year 2023

grand winner grand prix du design awards 2024
platinum winner grand prix du design awards 2024
honourable mention creative review annual awards 2024
gold winner muse design awards 2024



media museum

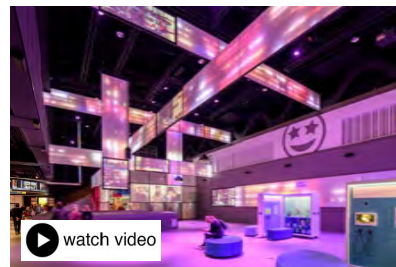
The media experience is all about placing media culture in perspective. The media determine us and vice versa. Visitors experience this through more than 50 interactives on news making, connecting, buying, selling and playing. A unique installation of no less than 300 meters of LED screens is placed throughout the museum, connecting the different zones. Frameworks disappear, while inside and outside, front and back are seamlessly blended. This so called Media Reactor represents the infinite stream of media that comes our way every day.

The museum is probably one of the most interactive ones in the world. Upon entering the experience, visitors create their own profile. The use of facial recognition creates a personalized media journey. Through thematic zones, they get to play interactives, explore iconic media objects, and rediscover nostalgic footage from their youth. Tinker was responsible for the integrated spatial, graphical, and media design. The process took about five years, in collaboration with the museum and many parties from different disciplines.

client the netherlands institute for sound & vision
location hilversum, the netherlands
scope of work full experience design
year 2023

winner honor award segd global design awards 2024
gold certified grand prix du design awards 2024
nominee european museum of the year 2024
winner heritage in motion awards / european museum academy 2023

winner sbid international design awards 2023
honoree interior design best of year awards 2023
winner avicom award 2023
shortlist children in museums awards 2023
finalist european design awards 2023
finalist fx awards 2023



tinker
imagineers.

natural history museum of denmark

The new Natural History Museum of Denmark brings the Geological, Zoological and Botanical museums under one roof. Tinker imagineers developed the concept and design of the exhibitions. Event Communications from London supervises implementation. In seven underground galleries, visitors are immersed in the evolution of nature, starting with the birth of the universe and ending in the Anthropocene. From the basics of biology to the urbanized landscape of Denmark.

The museum caters to families, seamlessly blending physical and digital interactives with captivating objects, movies and graphics to provide an engaging and enriching experience. Embracing the principles of universal design, the entire museum ensures that every visitor finds something to experience, creating an inclusive and accessible environment for all.

client natural history museum of denmark
location copenhagen, denmark
scope of work concept development, experience design
year 2022 (opening in 2026)



tirpitz museum denmark

Along Denmark's west coast, architectural agency BIG has created a striking museum hidden in the dunes, contrasting with a WWII Atlantikwall bunker. Tinker designed and produced the scenography, shaping four exhibitions to reflect the rhythm of the building and nature. Each room mirrors its story's rhythm: tides, time, contrasts like hot and cold, or night and day.

A 4D night-time theater brings 100,000 years of local history to life. The bunker-themed Army of Concrete reveals the Atlantikwall's story through personal accounts. In the steel forest of Gold of the West Coast, changing light and sound evoke the history of amber. The historic Tirpitz bunker, an imposing war machine, invites visitors to interact with light and shadows to reveal its intended function. Tinker designed the spaces to resonate with diverse audiences, creating experiences that captivate visitors of all ages.

client vardemuseerne

location blåvand, denmark

scope of work concept development, experience design, turnkey design and delivery

year 2017

winner german design awards 2019

winner merit award british guild of travel writers 2018

winner design week awards 2018

winner sbid international design awards 2018

shortlist museums and heritage awards 2018

nominee frame awards 2018

finalist inavation awards 2018

winner fx awards 2017

winner best themed danish attraction 2017

winner gold idca awards 2017



stevns klint experience

Stevns Klint at the Danish south coast - a UNESCO World Heritage Site - is one of the best places in the world to see traces of the asteroid. An uninvited guest that caused the extinction of the dinosaurs and ignited the origins of humans. In the old lime quarry of Boesdal, the Stevns Klint Experience has opened. The exhibition narrates the mass extinction of 66 million years ago and how evidence of the asteroid was found in the cliffs.

The exhibition is divided into two parts. In the Stevns Klint Hall it is all about imagination and wonder. An immersive film tells the story about the dramatic extinction and the survival of life on Earth. The film is partly projected on a huge cut-out of the cliff with the famous Fish Clay layer in the middle. The film will leave you with a feeling of awe and a new perspective on life. In the World Heritage Hall, the story is told chronologically. In this playful space visitors go on a multi-sensory exploration and dive into the scientific side of the story. Here there is room for hands-on activities and to discover the story in different ways.

client stevns klint foundation

location rødvig, denmark

scope of work concept development, experience design, turnkey design and delivery

year 2022

finalist sbid international design awards 2024

gold certified grand prix du design 2023

gold winner muse design awards 2023

winner fx awards 2023

winner best tourist initiative denmark 2023

finalist win awards 2023



airborne experience

The successful and internationally acclaimed Airborne Experience at the Airborne Museum is renewed. Visitors will get a first-hand impression of the Battle of Arnhem, scene by scene. You feel part of the largest airborne operation in human history that took place near Arnhem in September 1944. History is brought to life through a state-of-the-art combination of set design, overwhelming authentic footage, light, sound and smoke effects.

Tinker took full responsibility for the scenography, seamlessly integrating the various sets and audiovisual elements into a cohesive and immersive experience. Visitors board a glider, sit down, and are briefed about the mission. Through the windows, you witness the plane being towed in England - and then the benches start rocking, the fuselage squeaks and creaks, you hear the voices of brave and frightened soldiers. After landing, you walk onto the hectic landing grounds. An operation that has begun in good spirits soon turns into a nightmare, with tragic consequences.

client airborne museum hartenstein

location oosterbeek, the netherlands

scope of work concept, experience design, turnkey design and delivery

year 2009 & 2020

gold winner muse design awards 2021

finalist european design awards 2021

finalist fx design awards 2020

nominee best day trip anwb 2012

nominee micheletti award 2011

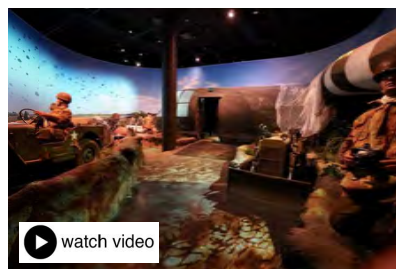
nominee museum of the year award 2011

finalist idea awards 2010

nominee rob de bes awards 2010

nominee tour-ned awards 2010

winner gouden reiger 2009

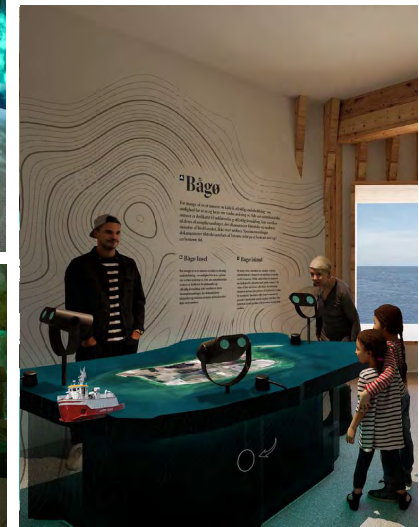
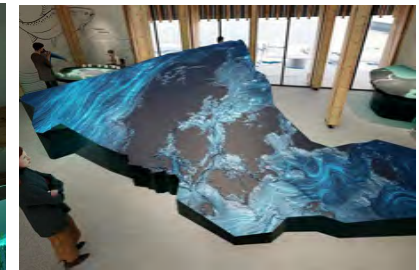


danish center for coastal nature

Similar to The National Maritime Museum of the Gulf of Mexico is The Danish Center for Coastal Nature. It is located at the Middle Pier in Assens Harbour and aims to immerse visitors in Denmark's unique underwater world. This experience center will highlight the beauty and biodiversity of coastal and freshwater ecosystems, inspiring awe and encouraging hands-on engagement with nature. By connecting stories of the sea, coasts, and angling, the center fosters appreciation for Denmark's aquatic landscapes while promoting sustainable practices.

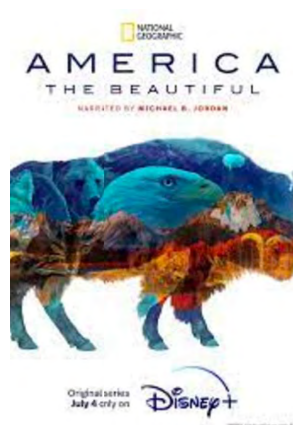
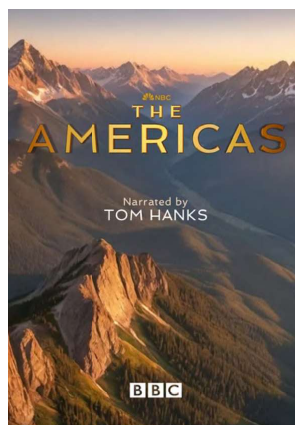
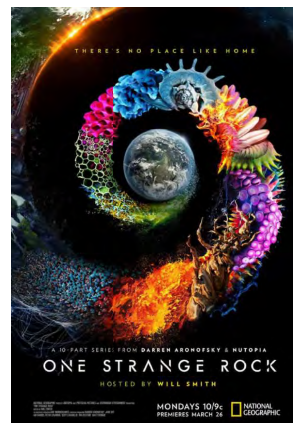
Our design focuses on creating a journey that transitions from surprise to engagement, allowing visitors to gradually explore and connect with Denmark's marine heritage. The architectural layout emphasizes light, openness, and sensory immersion, with installations like a 3D model that turns your perspective of Denmark upside down and dynamic lighting effects enhancing the experience. Durable materials, such as wood and glass, reflect a commitment to sustainability, while vibrant colors inspired by angling aesthetics bring energy to key installations. A "school of fish" guides visitors from the city to the center, weaving a cohesive narrative between outdoor spaces and the interior journey.

client centre for coastal nature
location assens, denmark
scope of work concept design
year 2024 - design competition for the new visitor center



moonraker VFX

We partner up with Moonraker because of their stunning visual effects and animation skills. But mostly because of their ability to translate scientific and other data into high end visualizations. We think this will enhance your project in a great way.



[LINK TO SHOWREEL](#)

IN PRODUCTION
COUNTRY USA
RESOLUTION 8K
FORMAT PIT SCREENS

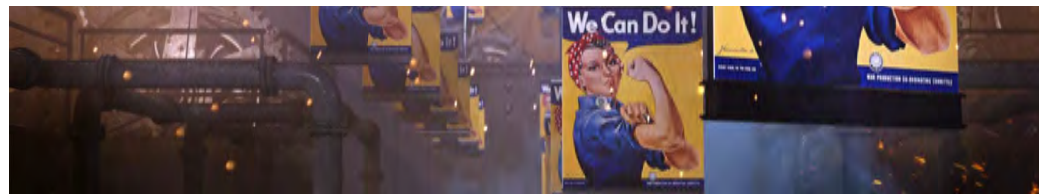
The National WWII Museum Beyond All Boundaries

MOONRAKER WERE RECENTLY COMMISSIONED TO PRODUCE A SPECTACULAR FULL VISUAL REFRESH OF THE ENTIRE 36 MINUTE FILM, BEYOND ALL BOUNDARIES

Beyond All Boundaries at the National World War II Museum, New Orleans is a signature, immersive 4D cinematic experience Executive Produced and narrated by Tom Hanks. The film opened in the Solomon Victory theatre to huge acclaim over 15 years ago and the museum is now embarking on an exciting new upgrade for future generations of visitors.

Moonraker are creating stunning new CG sequences and visual effects whilst retaining the choreography and timings of the existing spatial audio, physical set elements and lighting effects. Guests will be taken beyond the stories that they know about World War II. Beyond the battles and the names of generals the show gives a beautiful insight into the first hand accounts of many US soldiers. Not only are guests surrounded by a massive screen that truly puts them in the centre of the action, the show also takes an unexpected turn in key moments seamlessly blending physical set and props including the nose of a B-17 Bomber.

The epic show features the voice talents of A-List Hollywood stars such as Brad Pitt, Viola Davis, Jesse Eisenberg, Gary Sinise, and many more as well as a pre-show video with Tom Hanks.



YEAR 2025
COUNTRY GERMANY
RESOLUTION 15 SCREENS UP TO 8K
FORMAT CURVED SCREENS

Wetterextreme at Klimahaus

A MULTI-SENSORY JOURNEY THAT COMBINES STUNNING CLIMATIC EVENTS ON EARTH, VISUALISED FROM THE EYE OF THE STORM

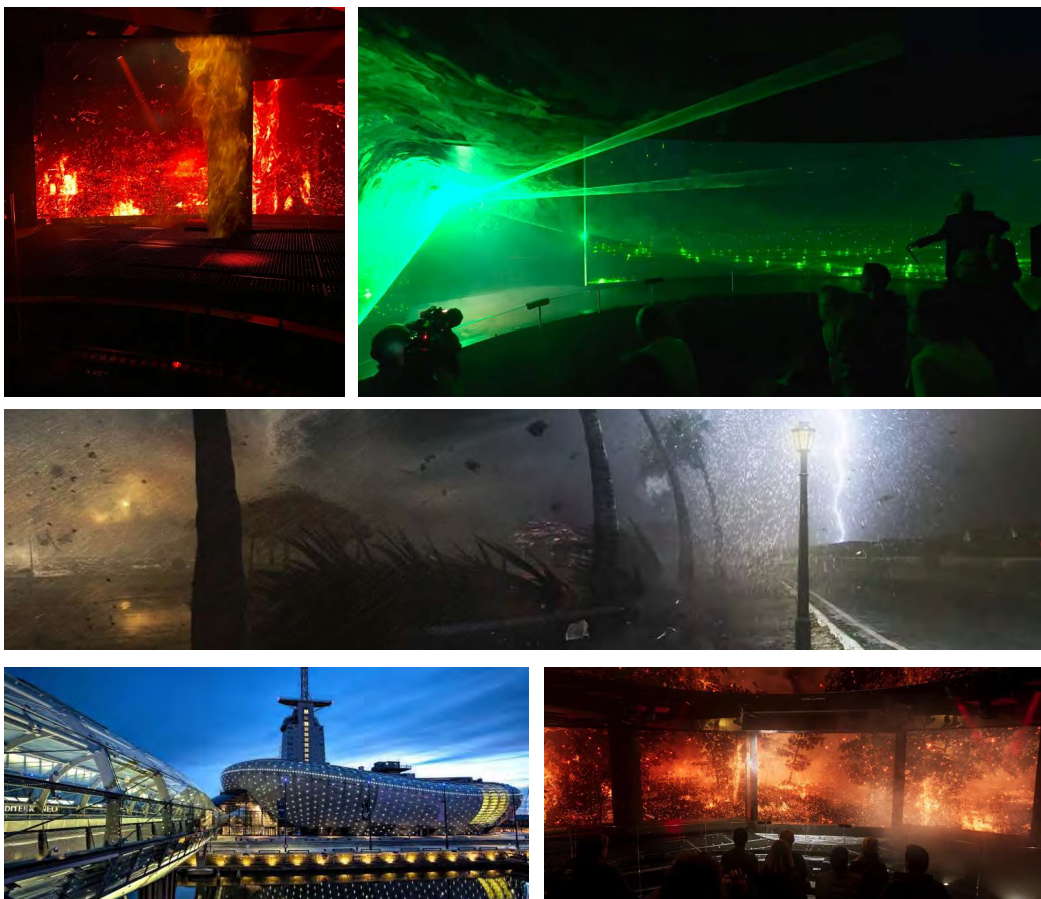
Klimahaus Bremerhaven provides a fully immersive experience, exploring extreme weather and climate change. The attraction offers a unique blend of education and entertainment, going beyond traditional museum experiences to enhance climate knowledge.

A dynamic ride platform transports guests through a variety of harsh weather events over three floors of the museum building and is a key component of the experience. Every stage of the journey delivers a multi-sensory experience thanks to the expert combination of spectacular film production, lighting, mechanical and kinetic effects, and physical special effects such as rain, wind, hail, mist, and fog.

Moonraker seamlessly integrate their compelling VFX capabilities creating digital environments and worlds that help depict Earth's hostility, immersing the audience in scenes as if they were experiencing these real life events from the point of view of the ground and from the vantage point of Space.

Fire effects, stormy seas, hurricanes and flooding all combine over 4 floors in this 15 minute dynamic film that fills the entire experience, utilising a number of moving show programmed curved screens. A motorised 30-seat platform elevates the audience vertically through the building with spatial audio to further enhance the experience.

Moonraker have a proven track record in visualising Earth Science from their award winning contribution in Visual Effects for global brands such as BBC Planet Earth III and Frozen Planet II, National Geographic, One Strange Rock and Hostile Planet. Their proprietary Earth asset, developed over 8 years by an in-house team was a key factor in the award of the contract. Moonraker's ability to use real climatic data in the visualisation of our changing planet and make that cinematic was very attractive to the Klimahaus team and further enhanced the authenticity of the project.



c) client references ●



Utrecht, 26 June, 2023

Subject: Letter of recommendation regarding Tinker imagineers' work

Dear,

In consultation with the Netherlands Institute for Sound and Vision, Tinker imagineers has designed and realized the experience design for the new Media Museum.

The museum is about media and media literacy and offers a unique and interactive experience, placing media culture in perspective. With over 50 interactive exhibits, visitors explore news making, connecting, buying, selling, and playing. The museum features a Media Reactor, connecting different zones with 300 meters of LED screens, symbolizing the constant stream of media we encounter daily. It is considered one of the world's most interactive museums. Visitors create personalized profiles and engage with thematic zones, interactive displays, and nostalgic footage, with the use of facial recognition.

Tinker imagineers was responsible for the integrated spatial, graphical, and media design. Collaborating with experts from different disciplines over a five-year process, Tinker completed its work by the end of 2022. The museum has been in full operation since February 2023, and the public response has been overwhelmingly positive.

We were very pleased with the cooperation and highly recommend Tinker.

Kind regards,

Corine M. Lindenberg
Project Manager New Museum

Netherlands Institute for Sound and Vision
Media Parkboulevard 1
1217 WE Hilversum – The Netherlands
Email: clindenberg@beeldengeluid.nl
Phone: +31 6 24719182

media museum

Corine Lindenberg
Project manager
clindenberg@beeldengeluid.nl
+31 6 2471 9182



TIRPITZ

Statement of the satisfactory completion of the works by tinker imagineers

21. august 2018

Claus Kjeld Jensen
Director
Phone: +45 29 38 66 64
Mail: ckj@vardemuseum.dk

Vardemuseerne
Lundvej 4
6800 Varde
Tlf.: 75 22 08 77
vam@vardemuseum.dk
vardemuseerne.dk

tinker imagineers completed the Tirpitz project for Vardemuseerne in the period from November 2015 until July 2017. The task was to make in total three new exhibitions on three very different historical topics for three predefined target groups plus rethinking an existing bunker exhibition. The job included creating ideas for these exhibitions, designing them for the specific target groups, incorporating the exhibition design elegantly into the architecture of the BIG-designed, new building as well as into an old WWII canon bunker, and, as part of the turnkey contract also delivering the exhibition finished on the opening date June 29, 2017.

All task has been completed to the full satisfaction of Vardemuseerne. The best part of the process has been that it has not felt like a contract job but more like a project we fulfilled together. We have worked to reach a common goal like good colleagues and tinker imagineers has included Vardemuseerne in all parts of the project from the brainstorm to the final solutions, without ever neglecting their responsibility for delivering a turn key project. To our knowledge, this has also been the case in the part of the job that included Kloosterboer Décor, that signed contract to deliver the hardware parts of the exhibitions.

Best regards,


Claus Kjeld Jensen
Director, Vardemuseerne.

**Opdag
den skjulte
Vestkyst**

Vardemuseerne

tirpitz museum

Claus Kjeld Jensen
Director Tirpitz / Varde Museums
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Subject: Letter of recommendation regarding Tinker imagineers' work



Dear reader,

In collaboration with the Stevns Klint Foundation, Tinker imagineers has successfully realised the Stevns Klint Experience.

The Stevns Klint area on the Danish south coast is one of the best places in the world to see traces of the asteroid that caused a mass extinction 66 million years ago. The 17-kilometer-long Stevns cliffs have been a UNESCO World Heritage Site since 2014. There, in the old limestone quarry of Boesdal, the Stevns Klint Experience has emerged.

The aim was to create a world-class attraction, both in terms of architecture and visitor experience. The international design agency Tinker imagineers was commissioned to develop an exhibition about the extinction, its effects, and the scientific discovery of the traces left by the asteroid.

They completed their work in September 2022. The museum has been in full operation since October 2022, and the public response has been overwhelmingly positive.

We are very satisfied with the final outcome and our collaboration with Tinker imagineers, and we wholeheartedly recommend their services.

Best regards,

Tove Damholt
Director World Heritage Office
Phone | +45 2536 4606
Mail | tove@stevnsklint.dk

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Stevns Klint
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Stevns Klint
UNESCO World Heritage
Dato 21. marts 2024



stevns klint experience

Steen Bonke Sørensen
Director
steenbonkesorensen@icloud.com
+45 4099 5577

Letter of recommendation is signed by Steen's former colleague Tove Damholt.



d) team ●

who we are

Tinker is a global immersive experience design agency. We design and build narrative spaces. Vibrant story worlds that engage, inspire and even transform visitors of all ages.

The agency was founded in 1991 by Erik Bär and Stan Boshouwers. Nowadays, it boasts an interdisciplinary team of around thirty consultants, designers and producers. Many of our projects were honored with global design awards.

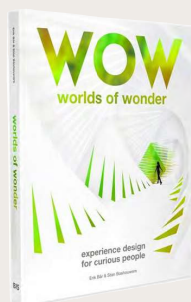
Together with our clients we create exciting and meaningful experiences luring audiences into age-old stories and places. With our creative and innovative approach we bring ideas and stories to life. In this way they become immersive and visits turn into uplifting adventures for your audience.

what we do

Tinker delivers projects from A to Z, from concept to design, through production to installation. As such we combine specialist skill sets in multi-disciplinary teams and are able to deliver full projects, including audiovisual production all under one roof. We also have a large network of key experts in various specialisms. This allows us to grow in capacity and scale up rapidly to meet the demands of any project.

our book

At the end of 2018, Tinker owners Erik Bär and Stan Boshouwers published a book on immersive experience design, the art of creating spaces that tell a story. The book 'Worlds of Wonder, experience design for curious people', describes the What, the Why and the How of this exciting way of communication. It reflects their vision of the field of experience design.



concept & content development

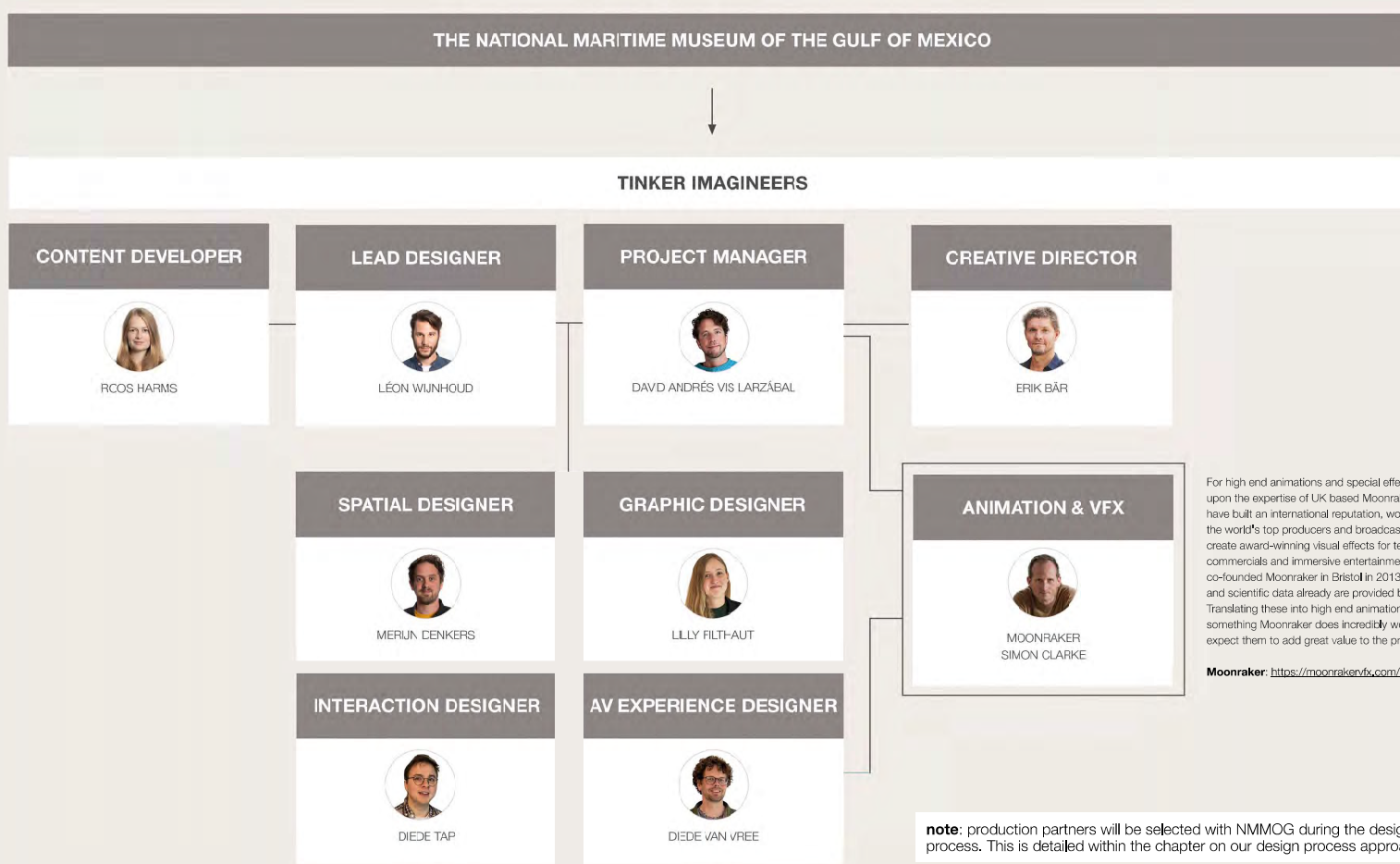
Every project starts with a story. This is the starting point from which the concept is developed. Key messages, storylines and content schemes are identified for all themes and spaces within the project in consultation with the client. Based on target group research we develop exhibitions that often reach audience groups that rarely visit museums, while maintaining a high level narrative. We attribute this effect to our careful composition of storylines and means of communication. During production all this is translated into texts, infographics, audiovisuals and multimedia content for a wide audience.

experience, exhibit & interactive design

Our studio uses spatial, theatrical and storytelling techniques to translate the key messages and stories into designs and truly integrated exhibits. This comprises 2D, 3D plus audiovisual and multimedia design. From visuals and sketches to defining the visitor flow, the look & feel and ultimately the detailed exhibits. Measurements, shapes, techniques and interfaces are all agreed with architects and specialists. Through our own multimedia department and or specialist partners, Tinker can also deliver the production of entire multi-media packages.

process & production management

With almost 35 years of experience we know the process inside-out. Therefore, we can offer production and project management over the entire project and custom-made solutions. Our producers ensure that the results of our work are both innovative and robust. They collaborate with a range of external parties such as build contractors, lighting designers and hardware specialists to make sure that what we come up with can be made, both within time and budget.



founder & art director



erik bär (1969)

ma in artificial intelligence

As director, Erik is mainly responsible for account and creative direction: the translation of the client's needs, wishes and ambitions into compelling visions and inspiring designs. In the company Erik manages all 2D, 3D and audio-visual designs and products and specializes in (international) projects in the world of museums, heritage and culture.

He previously delivered Flugt - Refugee Museum of Denmark and Tirpitz Museum, both in Denmark and together with BIG Architects. He was also the art director and project lead for the Nest Experience in Switzerland, a visitor experience for multinational Nestlé. Furthermore, he has been responsible for concept development and art direction for various museums, visitor & heritage centers worldwide.

projects & clients

- bbc earth experience, london, united kingdom & melbourne, australia
- turning heads & ensor, royal museum of fine arts antwerp (kmska), belgium
- flugt refugee museum of denmark, verde museums (in collab. with bjarke ingels architects - BIG)
- nest experience, nestlé, switzerland
- tirpitz museums, denmark (in collab. with bjarke ingels architects- BIG)
- airborne museum hartenstein, the netherlands
- domunder, the netherlands
- national geographic campus, usa

lead designer



léon wijnhoud (1986)

ba in graphic design

As the lead designer at Tinker, Léon is often involved in the initial stages of a project where the focus is on creating the creative framework. As such he creates many concepts, master plans, vision documents and bid books.

Léon is a strong conceptual thinker, coming up with the big ideas behind our projects. Capturing abstract ideas and concepts into compelling visuals and powerful images. That is where we find him at his best.

Léon is always working on new applications, visions, concepts, plans and pitches for potential customers and stakeholders.

projects & clients

- bbc earth experience, london, united kingdom & melbourne, australia
- flugt refugee museum of denmark, verde museums
- natural history museum of denmark, copenhagen
- coach, centre for overweight children, maastricht university medical center+, the netherlands
- danish architecture center, several exhibitions, copenhagen, denmark
- juliana childrens hospital, the netherlands
- airborne experience, oosterbeek, the netherlands

executive producer



david andrés vis larzábal (1983)

ma in sociology
native Spanish speaker

David is an executive producer with a lot of experience in marketing, branding, and creative productions. With over ten years of experience, he has gained a deep understanding of how brilliant and yet fragile an idea can be. And of what it needs to come to life and flourish.

His fascination with site-specific theatre drove him to start producing, and he thrives in creating 360° experiences at Tinker. He is passionate about fusing stories and crafts together, creating something that is wondrous and extraordinary only by the sum of its parts. Steering the creative process towards a successful delivery is his expertise.

projects & clients

- bbc earth experience, london, united kingdom & melbourne, australia
- brusk museum group, bruges, belgium
- textile museum, tilburg, the netherlands
- yanghe distilleries, brand experience centre, china
- herkenrode abbey, hasselt, belgium
- involved in several (inter)national pitches

content developer



roos harms (1991)

ba in history
ma in public history

With a background in history and a passion for storytelling, Roos is highly skilled at uncovering and crafting meaningful narratives for diverse audiences.

As a content developer at Tinker, she focuses on researching and structuring stories to make complex content accessible and engaging. Acting as a bridge between scientific content and creative design, she creates clear storylines and supports the team in translating ideas into immersive visitor experiences.

Roos's methodical approach ensures that every project is grounded in well-researched, compelling narratives, which she brings to life in collaboration with designers and stakeholders.

projects & clients

- european hansemuseum, lübeck, germany
- bbc earth experience, london, united kingdom & melbourne, australia
- lofen palace, utrecht, the netherlands
- stevns klint visitor centre, rødvig, denmark
- shoe quarter, waalwijk, the netherlands
- natural history museum denmark, copenhagen
- vonk museumpark, eindhoven, the netherlands

3d designer



merijn denkers (1981)

ba in arts
ba in graphic design

With a background in graphic design, as an autonomous artist and producer of cultural events and exhibitions, Merijn has a good understanding of all sides of experience design projects.

Tinker is the place where all his interests and expertise come together. Creative engineering, multimedia installations, design, art, history, technology, science and nature.

Merijn designed exhibits and spaces for a variety of projects and clients. At Tinker he was among others the spatial designer of CERN's new visitor center.

projects & clients

- exit festival, novi sad, servia
- vonk museumpark, eindhoven, the netherlands
- lofen palace, utrecht, the netherlands
- naturkraft dome experience, ringkøbing, denmark
- cern science gateway, geneva, switzerland
- the lost museum, mauritshuis, the hague, the netherlands
- natural history museum of denmark, copenhagen, denmark
- involved in several (inter)national pitches

interaction designer



diede tap (1996)

ba in theatre

As an interaction designer, Diede creates immersive experiences that awaken all the senses. With his background in media and theatre, he produces interactive experiences that go beyond mere sight and sound; they respond to the visitor and actively engage them.

Within Tinker, he is involved in many different projects with diverse topics. His daily activities include building and prototyping installations, media design, analyzing audience behavior and innovating with technological solutions.

projects & clients

- yanghe experience, china
- guangdong science center, china
- museumpark vonk, eindhoven, the netherlands
- naturkraft dome experience, ringkøbing, denmark
- de haar castle, the netherlands
- turning heads & ensor, royal museum of fine arts antwerp (kmska), belgium
- van gogh village museum, the netherlands
- involved in several (inter)national pitches

graphic designer



lilly filthaut (1999)

ba in communication design
ma in design for interaction

With a background in graphic and interaction design, Lilly easily turns complex subjects into understandable matter, believing in design's ability to make any topic exciting. This passion stems from her early fascination with illustration and design, paired with a keen interest in programming and technology.

At Tinker, she transforms abstract concepts into tangible, visually compelling, and interactive narratives that resonate with diverse audiences. By exploring the design space and experimenting with ideas and design elements, Lilly aims to uncover fresh and compelling ways to effectively communicate concepts.

projects & clients

- yanghe experience, china
- guangdong science center, china
- flugt refugee museum of denmark, varde museums
- involved in several (inter)national pitches

audiovisual experience designer



diede van vree (1983)

ba in image & media technology

Every strong idea has a soul, a core that speaks to our deepest emotions. As an audiovisual experience designer, it is Diede's role to translate that into authentic and innovative stories that truly resonate with the visitor.

With extensive experience as a director, editor, and VFX artist in film and advertising, he constantly seeks to integrate new technologies into compelling narratives.

Diede pieces together details into a cohesive and engaging whole, while keeping the bigger picture in focus.

projects & clients

- exit festival, novi sad, servia
- counterplay exhibition, paleis het loo, the netherlands
- the lost museum & willem v gallery, mauritshuis, the netherlands
- ensor exhibition, royal museum of fine arts antwerp (kmska), belgium
- involved in several (inter)national pitches

Whenever needed, the team for The National Maritime Museum of the Gulf of Mexico will be supplemented with expertise from other creatives at Tinker.



e) workload assessment ●

Tinker is used to create experiences for diverse clients: Ranging from museums to governments, schools, commercial businesses, tech-firms, foundations, NGO's, entertainment firms and even hospitals, to name a few. We believe our process and approach needs to be tailor-made and adjusted to each project and each client's organizational structure. When starting a project, we will assess and discuss our client's needs, stakeholders and decision-making customs to adjust our design process.

Key elements we will always make sure to have clear from the get-go are the goals of the project, its target audiences, the Decision Making Unit (DMU) at our clients side, the list of deliverables and the designated timeline. These elements and the approach are detailed below to propose a working relationship with NMMOG for this specific project.

our approach of efficient allocation & flexible deployment

The strength of Tinker's approach lies in the combination of a highly skilled core team and the flexibility provided by our large network of freelance creatives and specialized creative suppliers. This structure allows us to adapt each project to its unique requirements, ensuring that we deliver solutions that are both innovative and precisely tailored to specific requirements.

Our core team is made up of experienced professionals across various disciplines, including creative consultants, storytellers, content developers, 2D- and 3D-designers, multi-media developers, and producers. Throughout the design process the project team assesses the need for additional internal or external creative services to be added to the mix.

This flexible model ensures that we are not limited by the size or composition of our internal team. Instead, we can assemble and adjust bespoke teams that meet the exact needs of any project, large or small. By doing so, we ensure that our solutions remain fresh, relevant, and impactful.

2025-2026 workload assessment

The above-mentioned approach allows us to provide flexibility and efficiency throughout our projects. We can accommodate NMMOG's proposed schedule by leveraging this approach with a core team of Tinkers dedicated to NMMOG, supported by surrounding internal creative colleagues and longtime external freelance contributors and specialized creative suppliers.

In our experience, the timeline NMMOG proposed is a generous timeline. It will allow ample time to be invested into the concept base of the design. Please see our interpretation of the project timeline in chapter i).

f) approach design process ●

turnkey delivery

For the NMMOG exhibition, Tinker will take on turnkey project responsibility from vision, concept and design to project execution; construction, production and installation. This includes process and production management throughout design and production phase.

The design phase follows 3 steps: concept design, developed design and final design. In these phases exhibits and spaces are developed and take shape through 3D, 2D, audiovisual and multimedia design. In addition, content development is done through research of stories, objects, and images. This leads to scripts, storyboards, and other texts for audiovisual productions. Meanwhile, exhibits are tested to ensure tailored solutions, and contractors for delivery are selected.

Each design phase concludes with a presentation for client approval. This allows both the project manager and the client to control costs, milestones, and final deliverables.

At the end of the developed design phase a selection of preferred subcontractors is made in close collaboration with the client. After selection, the production partners are directly involved to fulfill an advisory role during the final design phase. The aim is to leverage each other's expertise to create the best possible design within the set frameworks. Once the design is finalized, it is clear what will be produced, which subcontractors will deliver the exhibition, and what the overall costs will be.

The production partners and suppliers will be mobilized for the production phase. During this phase, there is a transition from design to physical production and the installation of set works, interiors, furniture, and exhibits. The audiovisual packages are produced, including all interactives. All hardware is installed. Exhibition texts are written, and all artwork is produced, delivered and installed on site. In this phase Tinker is responsible for production management and art direction. Before opening to the public, there will be a testing period, followed by final completion, project handover, and close-out.

After completion, there is a 2-month guarantee period during which Tinker provides the customer with service and maintenance. After these two months, SLA's (Service Level Agreement) with the suppliers of set work, AV hardware, etc. take effect. From then on, questions, defects, service and maintenance can be addressed to the subcontractor directly.



Key deliverables and milestones will be defined at the start of each phase including a detailed planning with dates for the meetings above. All consultations are online, unless otherwise agreed in advance. We complete each phase with a design presentation while leaving room for the client to provide feedback that will be incorporated into the subsequent phase. Tinker reports the outcome of consultations in clear communication with the client.

workshops & presentations

For each design phase we will meet up with the client at regular intervals. This are a couple of examples of the type of meetings:

- kick off to determine planning & actions for this phase
- content & design workshops to brainstorm and test ideas
- alignment meetings with architect or awarded construction party
- mid-stage review to check if we are still on the right track
- budget review - design to budget
- design presentation to consolidate design
- maximum of 2-week period for feedback by client
- regular process and progress meetings (approx. every three weeks)

concept design

We start with a thorough visit to the area and a kick-off session to understand the Delta, gather information, get acquainted with the other parties involved and discuss frameworks, opportunities and challenges with each other. For this kick-off, we like to take a couple of days. The Tinker team travels to Mobile, AL. Seeing and talking to each other ensures a good start to the collaboration. Tinker will draw up the talking points in advance.

During this phase we finalize the concept and translate it to a spatial outline, and a visual language is outlined. Coordination with the architect will take place to ensure that the building and exhibition are aligned. The same goes for hardware specification of infrastructure and other requirements. At the end of this phase the concept is presented, consisting of a visitor journey, floor plans, lay outs, routing & visitor flow, story outlines, graphic style, exhibit sketches and visualizations. A rough budget estimate and up to date planning are part of the presentation.

developed design

Feedback on the concept design will be discussed and incorporated into the developed design. The focus is on further development of content and storylines. Roos, our content developer, is in close contact with your (scientific) content team to translate content sources to ready-to-use information for the designers. At the end of this phase, the majority of stories are complete and decided. The spatial and graphic design of the exhibition will be further developed and become more detailed. Exhibits take shape and materials and finishes are determined. Hardware is more clearly defined, including an estimate of costs and technical schemes of the connections to the overall show control. At the end of this phase, the design is developed to such an extent that a shortlist of potential builders can be drawn up. Possible workshop visits (tinker and client) are planned. By agreement between tinker and client the contract is awarded to the best suited fit-out contractor.

production partners selection

Preferably, we select the producers/builders in consultation with the client and based on a specific design direction. At the end of the developed design phase, the design is sufficiently developed to be calculated by experts. Moreover, it is then clear which expertise we would like to deploy to get the most out of the design and budget.

Once selected, the fit-out contractor plays an important role in the final design phase. The contractor translates the design into a technically feasible plan with technical drawings, material samples and mock-ups. This will happen under the direction of Tinker and in close cooperation with the other production partners. Together we'll work out all details; integration of hardware, interactives and light into the set work, of course with accessibility and maintenance in mind. At all stages, Tinker remains the main contractor and directs design and production.

final design

Since all production partners are now selected, the kickoff meeting for the final design is a key moment to align all parties for the design & build phase. The spatial design is finalized and technical design information for the producers is ready. Materials and graphics have come to a final state. Samples, mock-ups and prototyping are provided by the fit-out contractor and approved. Content schemes and storyboards are also made in preparation for production. The plans are calculated and adjusted by all involved to fit the budget and a detailed planning for production is made.

g) approach build process ●

We value an iterative design and build process (ID&B) as a very effective way of working. We propose to use the same method for this project with NMMOG. An iterative design and build process combines budget certainty with creative freedom and maximizes the expertise of all involved, from stakeholders, suppliers, contractors, producers, and specialist consultants. It allows NMMOG to have a transparent overview and full control over key factors such as quality, time, and budget.

ID&B implies that we involve key suppliers at an early stage to co-develop the project with us and the client. Everyone will commit to the overall framework right from the start, to fully align expectations, designs, and execution. Since suppliers have lots of in-house expertise, they can help to make designs better by coming up with alternative solutions and ensure manufacturability. This approach also ensures practical challenges to be solved organically.

The process is summarized in the steps on the right.

ID&B also saves time and money since everyone is involved from the start and committed to the desired outcomes, which makes it very effective. More information about this is found in chapter h).

1. demarcation

Together with NMMOG we will draw up the key expectations and a demarcation list. This is the basis for the delivery of the design against a maximum overall budget.

2. ideation

Our team translates the assignment into a variety of proposals. These are estimated and summarized in an itemized list. If needed, concepts will be adjusted to fit the fixed budget.

3. design & build

As soon as the first designs are developed, one or more suppliers will be approached and asked to commit to this list, and delivery of the items within the given time and budget.

4. iterations

In a few rounds the itemized list is further developed. Proposals are detailed, and the suppliers will prepare quotations for all production, fabrication- and installation costs. In case the financial total exceeds the agreed budget, a process of value engineering will result in: a) elimination of some elements, b) a more cost-effective approach, c) a decision to up the budget. NMMOG has the final say in this.

5. construction, fit-out & installation

At the end of Final Design, the definitive item list with quality criteria will be established to align with the production budget, including contingencies during production. This list will be the base for what will ultimately be delivered. As the client, the design team and the contractors at that point will have familiarized themselves with the budget, there will be no surprises at this stage.

production phase

At the start of the production phase the feedback on the final design is processed in pre-production. After approval by the client the exhibit component production starts. Additional mockups and tests are made. All production drawings are submitted for approval to the client through Tinker. Materials and hardware are purchased, and production is on its way. A detailed production planning is made and aligned with all parties involved. Besides planning Tinker will communicate a clear calculation of all costs.

The fit-out contractor is the main coordinator for all works carried out on-site during exhibit component installation. Tinker's project manager and art directors will be available to check progress and direct adjustments where necessary. Once everything is installed, a testing phase will begin. During this phase, hardware will be extensively tested, bugs will be fixed, interactives fine-tuned, and lighting settings optimized to ensure the highest quality experience

international production

Tinker has a lot of experience in designing and executing project across the globe. For the execution of the design plans, we will consider trusted suppliers of Tinker, as well from NMMOG and consider new creative suppliers from Alabama, when selecting the best partners for this project.

handover & after care

The production phase is followed by an on-site delivery round. The client, Tinker and the subcontractors are on location for this. In this meeting, all issues and missing parts are put on a snag list. Tinker is in the lead and will actively share this list with the parties involved. In the month following this meeting, there is time to process the items on the list so that the exhibition is ready for final delivery and handover to the client. Back up files, user manuals and instructions on maintenance will be shared.

Now the exhibition is ready to open its doors to the public! After delivery and opening a 2-month period will start in which Tinker is point of contact for all kinds of issues that might occur. After this period the warranty of the subcontractors will start, and Tinker is no longer the key contact for these kind of issues. Tinker advices to arrange SLA's for the technical parts of the exhibition. This needs to be arranged with a hardware supplier directly or can be managed through existing SLA's the NMMOG already has in place.

h) budget breakdown ●

The prices in this overview are based on the creative proposal for “The National Maritime Museum of the Gulf of Mexico - Delta Mosaic - A Confluence of Life”.

1. net fee

This item includes all design (1*) and content development (2*) related work: From concept design to final design. All meetings and presentations are part of this item, in addition to all management, planning and budgeting work required throughout the project.

1 spatial, graphic, AV/MM, interactive, light and sound design*

2 content & storyline development, storyboards*

2. hardware

The physical hardware to be purchased, from projectors, monitors, speakers, special hardware (such as Kinect installations) to cabling from the sockets to the exhibits. This also includes labor for installation, show control, testing and alignment with other subcontractors.

3. content production

All graphic and AV/MM productions such as videos, interactives, VFX, audio, recording and editing, as well as all graphic expressions in image and text that are part of the exhibition.

4. exhibition production

All engineering, mock ups, tests and physical exhibition elements plus installation are part of this item.

5 & 6. allocated for contingencies & travel

Part of every Tinker assignment is the reservation of a contingency cost. Depending on the size and complexity of the assignment, we reserve an amount corresponding to 8-10% of the total production budget. In this case we'll reserve 10% and take into account 2% travel costs.

	Total Tender Price	\$ 2.000.000	100%
	Overall breakdown	Total \$ (excl. VAT)	Percentage
1	Net fee (design, content development, management)	\$ 560.000	28%
2	Hardware (AV/MM, sound & light)	\$ 400.000	20%
3	Content production (AV/MM content production, DTP)	\$ 300.000	15%
4	Exhibition production (setwork, furniture & exhibits)	\$ 500.000	25%
5	Allocated for contingencies	\$ 200.000	10%
6	Travel expenses	\$ 40.000	2%
	total / max. \$ 2.000.000 excl. VAT		

iterative approach to design & build with a fixed budget

We consider the given budget of \$2m excl. VAT to be a task-based budget. This means that Tinker guarantees that design and realization will not exceed this set budget, unless the scope of the assignment changes. The costs for the design phases are fixed according to standard amounts and comparable percentages in the market. The costs for realization are calculated according to a design-to-budget principle.

Tinker proposes the ID&B process in which design and budget go hand in hand. Here, ID&B also saves time and money since everyone is involved from the start and committed to the desired outcomes, which makes it very effective. By involving everyone, we can jointly monitor the frameworks and make use of each other's expertise to work towards a design that fits within the set budget. Budget becomes a shared responsibility. Tinker communicates a transparent budget structure that is shared with the client at the end of each phase. The costs of the various components are visible. Client and Tinker are thus able to make timely adjustments to the process when necessary.

The way this works financially is by always keeping the set budget in mind, decreasing the margins with every phase. The diagram on the right shows that the calculations for each phase are becoming increasingly accurate as the process progresses. Starting with estimations (during Concept Design stage) with a +/- 15% margin of error to calculations (during Developed Design stage) with +/- 10% margin of error and even less margin of error (+/- 5%) when handling orders during the Final Design stage. Resulting in a production phase wherein the only margin that is left are the set contingencies that were anticipated. This approach avoids unpleasant surprises that often arise when inviting suppliers to tender based on fixed design expectations.

CONCEPT DEVELOPMENT	CONCEPT DESIGN		DEVELOPED DESIGN		FINAL DESIGN		PRODUCTION	
WISH LIST WOW	ITEM A	€€	ITEM A1	€€	ITEM A2	€€	ITEM A3	€€
	ITEM B	€€	ITEM B1	€€	ITEM B2	€€	ITEM B3	€€
	ITEM C	€€	ITEM C1	€€	ITEM C2	€€	ITEM C3	€€
	ITEM D	€€	ITEM D1	€€	ITEM D2	€€	ITEM D3	€€
	ITEM E	€€	ITEM E1	€€	ITEM E2	€€	ITEM E3	€€
	ITEM F	€€	ITEM F1	€€	ITEM F2	€€	ITEM F3	€€
DEMARCATION								
WISH LIST BUILDING	ITEM U	€€	ITEM U1	€€	ITEM U2	€€	ITEM U3	€€
	ITEM V	€€	ITEM V1	€€	ITEM V2	€€	ITEM V3	€€
	ITEM W	€€	ITEM W1	€€	ITEM W2	€€	ITEM W3	€€
	ITEM X	€€	ITEM X1	€€	ITEM X2	€€	ITEM X3	€€
	ITEM Y	€€	ITEM Y1	€€	ITEM Y2	€€	ITEM Y3	€€
	ITEM Z	€€	ITEM Z1	€€	ITEM Z2	€€	ITEM Z3	€€
+								
€€€	=	€€€	=	€€€	=	€€€	=	€€€
BUDGET	ESTIMATION		CALCULATION		ORDERS		CONTINGENCIES	
	(+/- 15%)		(+/- 10%)		(+/- 5%)		(+/- 0%)	

i) project timeline ●

planning and deliverables

design phases					delivery phases			
concept design		developed design		final design	pre-production	exhibit component production	exhibit installation & testing	aftercare
5 months Feb. '25 - Jun. '25		5 months Jul. '25 - Nov. '25		5 months Dec. '25 - April. '26	3 months May. '26 - Jul. '26	5 months Aug. '26 - Dec. '26	3 months Jan. '27 - Mrch. '27	2 months Apr. '27 - May '27
content	concept development	- storylines - visitor journey - visitor proposition	- storylines - content schedule & themes - selection media	- final selection artwork - storyboards, scenarios - content schedule	- production briefings - scripts & storyboards - filming & recording	- graphic productions - AV productions - post-production	art direction on location	- project close - handover production files
design	- concept presentation - design principles	- floor plan & layouts - routing - visitor flow - sketches - visualisations	2D, 3D & AV, multi media design - proposal for materialisation - preliminary selection artwork - lighting design	2D, 3D & AV, multi media design - final materialization - technical design info, for subcontractors - lighting design	- check workshop and construction drawings - coordination meetings - with contractors - art direction	art direction	art direction on location	handover manual
production management		- building parameters - align with building development	selection contractors	- consultation contractors - samples, mock-ups & prototyping - technical design and specifications	- production set works in workshop - site mobilisation - production briefings	- production decor - installation (built in) hardware - programming software	installation on location	- exhibition open to the public - handover & aftercare
process management		- project team coordination - planning - budgeting	- project team coordination - design & build - planning, budget - test design and technical possibilities vs budget	- project meetings design & build - detailed production planning - detailed budgeting	- project meetings design & build - contractor supervision	- project meetings design & build - contractor supervision (on site) - planning & budget	final completion	warranties and project close

j) payment terms & conditions ●

payment proposal

As Tinker is used to work with a plethora of different clients, we are used to adjust payment schemes to our clients customs. For NMMOG we propose the following, and this can be fine-tuned to the Museum's way of operating:

90% of the project fee will be divided across both phases (Design- and Production-phases) and billed according to the stages within these phases. Each stage will start with a 20% upfront payment and end with the invoicing of the remaining 80% of the designated fee for that stage, upon successful completion and delivery of that stage. 10% of the project fee will be invoiced after project delivery.

Work hours spent on the project will be shared and discussed with the designated project manager at NMMOG monthly, making sure excess requirements are anticipated and if possible, controlled within the budget. We want to avoid surprises and have regular check-ins with NMMOG.

conditions

While Tinker Imagineers is a European-based creative agency, our general terms are fully applicable to projects based in the United States. We recognize that working across borders requires clear understanding and adaptability, and as such, we ensure that our terms are structured to meet the specific needs of US-based clients. While our operations follow European standards, we tailor our approach to ensure alignment with the expectations and legal requirements of the US market. Our goal is to provide a seamless experience, ensuring successful outcomes regardless of location.

Our terms and conditions are published [online here](#).

creative proposal ●

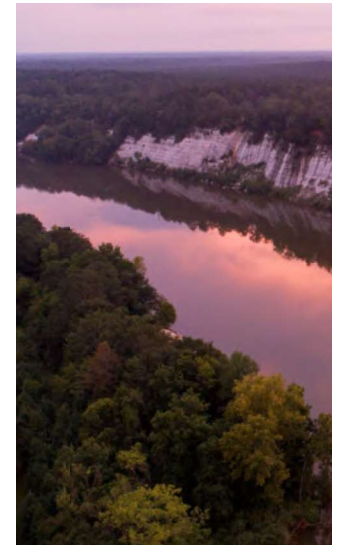
Your brief works really well for us, since we love to create immersive and interactive experiences based on spatial, visual and audiovisual elements. We like to call this the scenographic approach: blending the recreation of real life scenes with more interpreted elements seamlessly, leading to a beautiful and meaningful world at the same time. This allows visitors to explore the immersive environment while simultaneously learning from it. We prefer to use no screens or other artificial devices, or to integrate them in the set design, to stay in the delta atmosphere as much as possible. The multi sensory experience is brought to life through projections, lighting and audio.

The interactive part can be done with the same means. Instead of having clearly designed interactive exhibits, we like to see visitor participation as exploring the scenographic world. Many forms and layers of meaning are hidden, waiting to be discovered by active researchers.

Storytelling and the interactive experience have a 1st person character: we're in the exploration, not knowing what we find around the corner. This is why it has to be highly intuitive and sensory, activating the delta and the visitor. And since the main target group is highly interested in each other we like to make it social too, allowing for both personal exploration and group interaction.

On the next pages we outline some initial ideas and moodboards with look & feel. Please note that these really have to be seen as very rough sketches that need a lot of further development. We are well aware that in many cases they do not refer to the correct nature of your project.

Finally, we've added some cases studies from similar projects we have done, serving as proof of concept for the use of specific technology.



The experience starts with an introduction to the Mobile Tensaw Delta. This provides a dynamic overview of this vast wetland area, highlighting key aspects and crucial connections. It provides people with everything they need to know before exploring the delta itself.

We think that a large animated 3D model of the delta is a great way of showing what makes it special. Visitors can walk around the model while it changes with the seasons and the tides.



Case: The Danish Centre for Coastal Nature. This centre is of a very similar nature and highly based on (real time) data. We developed a similar concept together with Moonraker. This shows the many possibilities of bringing data to life.



the lens: our researcher's tool

The next step is for visitors to identify as a certain type of researcher. We propose to provide them with a tool to do this: the lens. Regardless of the nature of your role, a lens helps you to focus and reveal things that otherwise remain hidden.. It is the ultimate exploration tool—interactive, multifunctional, and engaging.

Equipped with a connected earphone, the lens delivers storytelling in your preferred language, ensuring clarity while keeping visitors open to social interaction. This also reduces the amount of text to a minimum, making for a more natural exploration. Meanwhile, spatial soundscapes create an atmospheric experience.

RFID technology makes it a personal tool and allows you to discover many things during your exploration. The lens helps you to find the triggers and activate hidden layers in the scenographic environment. In some cases, small items will come to life within the lens itself, in others the lens is the stone in the pond, activating audiovisual stories around it.

We could also develop this concept to work as a control tool, directing interactive content. This would require special technology, which makes the interaction richer in diversity, but also requires more attention to keep the scenography intact.

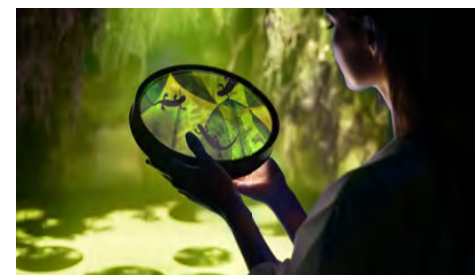
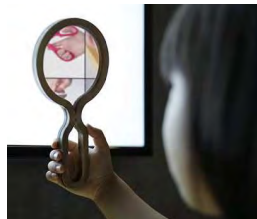
Finally, lenses of different visitors could be joined together, combining insights from different disciplines to generate even more overarching discoveries. Thus, social collaboration leads to more fun and more storytelling.

case from a creative partner: the ecosystem viewer

This is an interactive application that has been developed by Gagarin for the Icelandic Museum of Natural History, with technology from Interactive Scape.



it all starts
with a simple,
yet elegant
tool



this allows you
to find clues
and unlock
secrets



or reveal hidden
layers of
content

zoom in to
discover details



connect and share insights together

The scenography consists of large photographic images, combined with physical elements, printed glass, lighting and other features.

Projections add more life to the environment, and reveals hidden layers of content that are triggered through interactive engagement.

This interactivity is done by the use of the researcher's lens and through more elaborate exhibits integrated within the scenery.

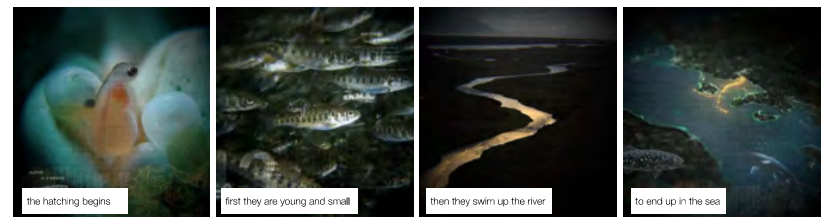
references:

Airborne experience, BBC Earth Experience, Tirpitz, Assens.

find hidden species



the lens can be used to discover and activate:
follow the life cycle of a migrating fish species



the lens allows
you to research
what happens
beneath the
surface:
find out how
water conditions
affect the whole
ecosystem



Interactive exhibits are integrated into the scenography to create a convincing and realistic scenery.

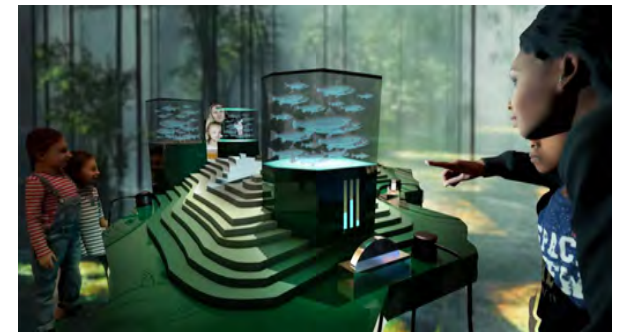
To represent the Mobile Tensaw Delta we could design distinct sections or choose to gradually blend them into another, capturing the dynamic and evolving nature of the landscape.

the scenography changes in atmosphere and techniques used.

the lens
shows
plants
growing



pepper's ghost
is used to show
changes in the
fish population
over time



Case: BBC Earth Experience

This experience features some interactive zones, including Water Life, where visitors can direct schools of fish through Kinect technology.



a surprising view under the surface

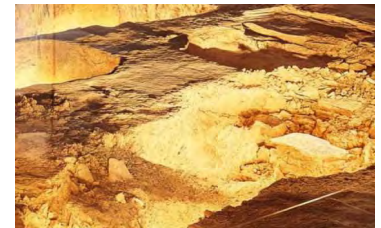
The lens can also be used to explore the wetland's surface, revealing the dynamic rhythms of the tides. The tides change the landscape and the research, hiding or revealing discoveries.

Archeological findings emerge from the mud, ranging from small fragments to whole shipwrecks. Use the lens to scan the delta and gather a in before the tide comes up again.

discover remarkable things
swallowed by the delta



the ground beneath your
feet changes with the tide



Case: DOM Under

In this archeological site we developed interactive torchlights that allow people to explore the site, discover objects and activate audiovisuals, while listening to corresponding stories.



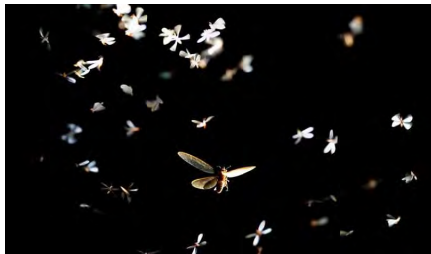
explore the Clotilda



The atmosphere evolves naturally throughout your visit, mirroring the rhythm of the day, the weather, or the changing seasons. This dynamic transformation is achieved through the use of adaptive lighting and immersive audio soundscapes, controlled by a show control system.

A highlight of the experience is the nighttime setting, which unveils species and phenomena hidden from view during daylight hours. This moment offers a deeper, more immersive connection, adding a unique layer of discovery to your exploration.

can you spot the nocturnal species before the dawn?



the atmosphere changes from day to night

Last stop: the Field Lab. We like to incorporate the existing structure in the natural environment and maintain its character. The new content could either be placed on one or more tables, or be more integrated in the interior. Visitor capacity, especially for groups is a key aspect here.

In the Field Lab, all research literally comes together. Findings from the different research fields are collected and combined, revealing final overall impressions and conclusions. These can be translated into a nice souvenir that can be taken home or shared on socials. Together with links to engage even more with the Delta.

Case: Stevns Klint

Move the transparent cubes with fossils around the ocean floor to match them with the corresponding extinct species. Interactive Scape technology allows groups of people to interact with physical tools.



01/17/25 - The National Maritime Museum of the Gulf of Mexico - proposal Tinker imagineers

the Field Lab in the Mobile Tensaw Delta



a rustic character combined with innovative research



study your
collected findings



thank you •

tinker imagineers.

EXHIBIT B PLANNING SCHEDULE

inker imagineers.

PLANNING THE 2023-24 Season: Program Starts (all dates)
 2023-24 Season: Month 24

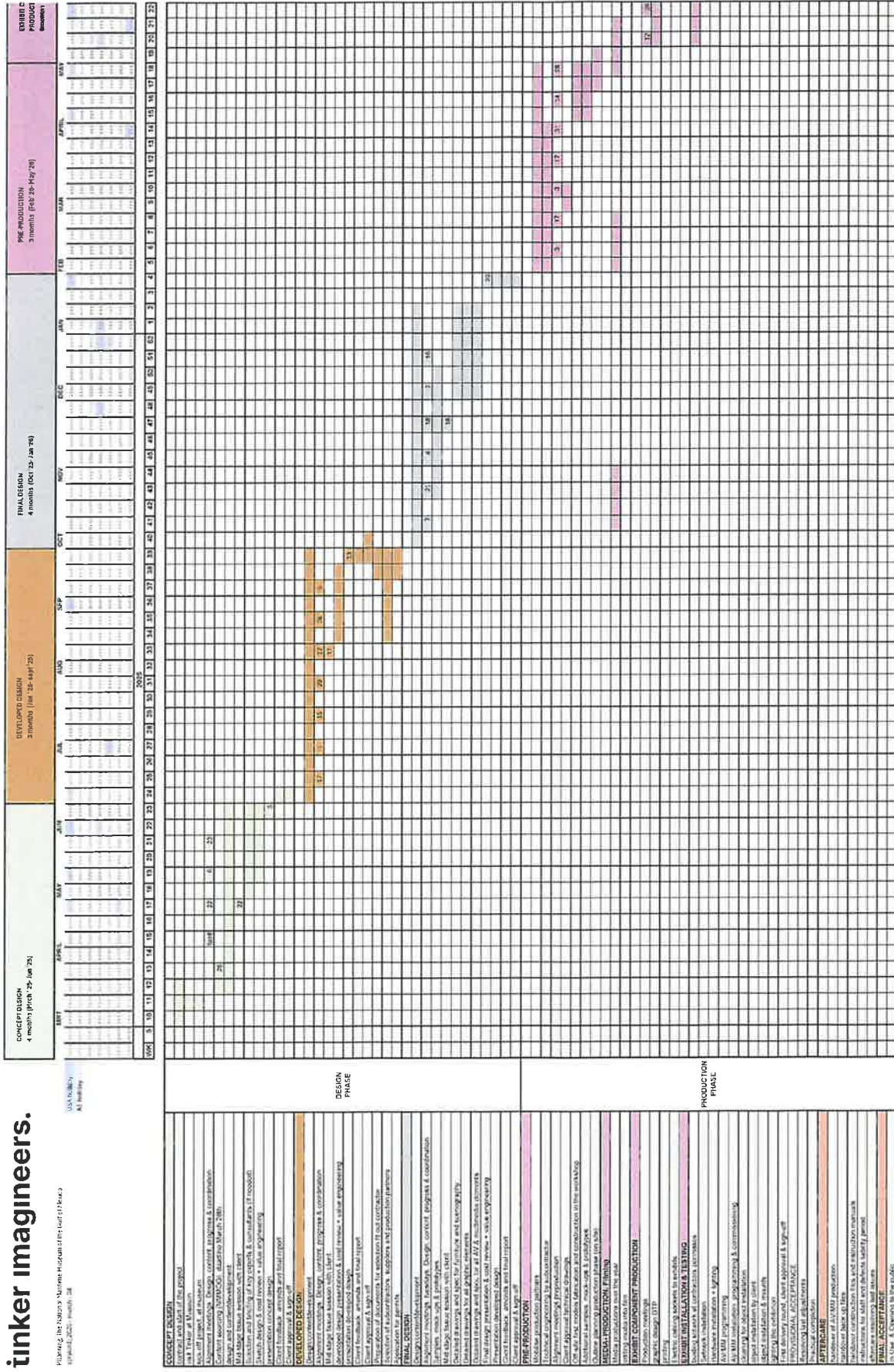


EXHIBIT C RESPONSIBILITY MATRIX

Project Responsibility Matrix

The National Maritime Museum of the Gulf of Mexico

Project: Delta Mosaic, A Confluence of Life
25 03 24

tinker imagineers.

EXHIBITION PROJECT		exhibition budget	other budgets
1 - CONCEPT			
1.01 synopsis	NMMOG & Tinker	x	
1.02 visitor flow exhibition	Tinker	x	
1.03 visitor experience	Tinker	x	
1.04 visitor journey	Tinker	x	
2 - STORYTELLING			
2.01 content sourcing (text, image, video)	NMMOG		x
2.02 copyrights, image usage rights & portrait rights, licensing	NMMOG		x
2.03 collection/ artifacts sourcing	NMMOG		x
2.04 collections management and handling	NMMOG		x
2.05 collection selection	NMMOG & Tinker	x	
2.06 content management	Tinker	x	
2.07 storying / content development	Tinker	x	
3 - EXPERIENCE DESIGN			
3.01 3D design	Tinker	x	
3.02 2D design	Tinker	x	
3.03 AV & MM design	Tinker	x	
3.04 sound design	Tinker	x	
3.05 lighting design	Tinker	x	
3.06 creative technology proposal	Tinker	x	
4 - PROJECT MANAGEMENT			
4.01 design & production planning	Tinker	x	
4.02 process and production management & art direction	Tinker	x	
4.03 breakdown, cost calculations and budget management	Tinker	x	
4.04 contracts with external production partners (with NMMOG's prior approval)	Tinker	x	
5 - PRODUCTION & DELIVERY			
5.01 copywriting and text direction	Tinker	x	
5.02 translation (spanish)	NMMOG or Tinker tbd	x	
5.03 scripts, storyboards and briefs AV	Tinker	x	
5.04 scripts and briefs (interactive) media	Tinker	x	
5.05 art work (DTP) graphics	Tinker	x	
5.06 AV production	Tinker	x	
5.07 (interactive) media production	Tinker	x	
5.08 sound production	Tinker	x	
5.09 print productions	Tinker	x	
5.10 light fixtures for scenographic lighting and implementation lighting design (exhibition related)	Tinker	x	
5.11 application wallpaper and/or paint works	Tinker	x	
5.12 production & delivery of network and exhibition furniture	Tinker	x	
5.13 props (foliage, etc)	Tinker	x	
5.14 production & delivery of showcases / furniture for collection	Tinker	x	
5.15 delivery, repair or renovation collection (incl handling and transport)	NMMOG		x
5.16 mounts & mounting collection	NMMOG		x
5.17 delivery and installation of hardware, software & showcontrol	Tinker	x	
5.18 granting online access for updates and maintenance	NMMOG		x
5.19 technical mock ups & testing before and during installation	Tinker	x	
5.20 testing with target groups after installation and before opening	NMMOG		x
5.21 sourcing service providers for service level agreements with NMMOG	Tinker & NMMOG	x	
5.22 negotiating, contracting and executing service level agreement(s) (SLA)	NMMOG		x
BUILDING PROJECT			
6 - BUILDING & INFRASTRUCTURE			
6.01 provide all building related information and documents/drawings	NMMOG		x
6.02 provide specific requirements of building in terms of maximum load and suspension	NMMOG		x
6.03 deliver an accessible exhibition space at the start of construction (clean and dust-free)	NMMOG		x
6.04 provide a room where workers can have lunch with working sanitary facilities	NMMOG		x
6.05 architectural modification	NMMOG		x
6.06 modification of partition walls	Tinker & NMMOG		x
6.07 exhibition space made move-in-ready for installation	NMMOG		x
6.08 appropriately regulated technical space adjacent to exhibition space	NMMOG		x
6.09 basic electrical & data installations	NMMOG		x
6.10 LAN and wifi-networks	NMMOG		x
6.11 added 19"-rack in technical space adjacent to exhibition space (if needed)	Tinker	x	
6.12 primary cable ducts	NMMOG		x
6.13 added ducts in exhibition space (if needed)	Tinker	x	
6.14 overall museum showcontrol	NMMOG		x
6.15 exhibition show control	Tinker	x	
6.16 integrating exhibition into museum's overall showcontrol	NMMOG		x
6.17 emergency, security & alarm systems	NMMOG		x
6.18 climate control system (ventilation, cooling and heating)	NMMOG		x
6.19 basic lighting	NMMOG		x
6.20 all possible insurance-related research, acquisition and contracting	NMMOG		x
6.21 compliance with local, regional and national regulations (security, health & safety, etc.)	NMMOG		x
OTHER RELATED ITEMS			
7 - COMMUNICATION			
7.01 visual identity of exhibition	Tinker	x	
7.02 production of marketing materials based on exhibition's visual identity	NMMOG		x
7.03 signage & wayfinding in museum & towards exhibition	NMMOG		x
7.04 production and delivery of signage & wayfinding within exhibition	Tinker	x	

EXHIBIT D INITIAL LIST OF DELIVERABLES



planning and deliverables

27

	design phases				delivery phases			
	concept design	developed design	final design		pre-production	exhibit component production	exhibit installation & testing	aftercare
	3 months Feb. '25 - Jun. '25	3 months Jul. '25 - Nov. '25	3 months Dec. '25 - April '26		3 months May '26 - Jul. '26	3 months Aug. '26 - Oct. '26	3 months Jan. '27 - March '27	2 months Apr. '27 - May '27
capital	• concept development	• storyline • data matrix • video production	• storyline • content schedule & format • production model	• data production protocol • standards, formats • content schedule	• production findings • setup & standards • testing & monitoring	• graphic production • air production • print production	• art direction on location	• product close • hardware production flow
design	• concept presentation design • creative	• storyboard & layout • video flow • animation • visualization	• 3D, 2D & AR multi-media design • proposal for implementation • preliminary production format • lighting design	• 3D, 2D & AR multi-media design • final implementation • technical design info. for construction • lighting design	• stock materials and construction drawings • construction changes • set construction • art direction	• art direction	• art direction on location	• hardware install
production management		• building purchased • sign with building development	• selection construction	• construction contracts • complex mock-ups & prototyping • technical design and production	• production and work in progress • site installation • production findings	• production close • production (BIM & hardware) • programming software	• production on location	• installation close • the DMR • hardware & software
process management		• project team coordination • planning • budgeting	• project team coordination • design & build • final design and technical presentation re budget	• project findings design & build • location production planning • detailed budgeting	• project findings design & build • construction supervision	• project findings design & build • construction supervision on site • planning & budget	• final completion	• hardware and project close

01/17/25 The National Maritime Museum of the Gulf of Mexico proposal Tinker Imagineers

EXHIBIT E FEE AND PAYMENT SCHEDULE

payment schedule			Total \$ (excl. VAT)	Percentage	Amount due:
concept design	march.-jun.'25	4 mnths	\$ 200.000	10%	Apr/25
developed design	jul.-sept.'25	3 mnths	\$ 200.000	10%	Jul/25
final design	oct.'25-jan.'26	4 mnths	\$ 200.000	10%	Oct/25
pre-production	feb.-april.'26	3 mnths	\$ 600.000	30%	Feb/26
production	may.-dec.'26	8 mnths	\$ 600.000	30%	May/26
installation & testing	jan.-mrch.'27	3 mnths	\$ 100.000	5%	Jan/27
aftercare	apr.-may'27	2 mnths	\$ 100.000	5%	Apr/27
			\$ 2.000.000	100%	

EXHIBIT F CITY INSURANCE REQUIRED, Professional Service Contracts

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

A. The following are minimum coverage amounts:

1. Professional Liability Insurance: Professional Liability Insurance including design with of not less than \$1,000,000 per claim.
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 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: Will not be required for this project.
5. Excess/Umbrella Liability Insurance
 - a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
6. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE: The policy endorsements listed below are required and must be selected on the coverage limits, listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance, or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile, except workers compensation insurance.
2. Additional Insured - All policies of insurance shall be endorsed to name City of Mobile as an Additional Insured, *except professional liability insurance, and workers compensation insurance.*
3. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile, *except professional liability insurance and workers compensation insurance.*
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.



CERTIFICATE OF LIABILITY INSURANCE

8/20/2026

DATE (MM/DD/YYYY)

8/25/2025

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 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1564478 TINKER IMAGINEERS, LLC 2 N JACKSON ST STE 6 MONTGOMERY AL 36104	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Property and Casualty Ins Co of Hartford	
	INSURER B: Hartford Fire Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** 22324911 **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 ☒ PROJECT ☐ LOC OTHER:	Y	Y	37SBMBU7PCN	8/20/2025	8/20/2026	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	37SBMBU7PCN	8/20/2025	8/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	37SBMBU7PCN	8/20/2025	8/20/2026	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$1,000,000 \$ XXXXXXXX
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WECBU7UH8	8/20/2025	8/20/2026	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
A	☒ PROFESSIONAL E&O	N	N	37SBMBU7PCN	8/20/2025	8/20/2026	AGGREGATE LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile IS ADDITIONAL INSURED ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER 22324911 City of Mobile PO Box 1827 Mobile AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Business Entity Records

[Home](#) > [Government Records](#) > [Business Entity Records](#)

Tinker Imagineers, LLC			
Entity ID Number	001-181-441		
Legal Name in Place of Origin	Tinker Imagineers B.V.		
Entity Type	Foreign Limited Liability Company		
Principal Address	Hamburgerstraat 23 3512NP Utrecht, OC		
Principal Mailing Address	Hamburgerstraat 23 3512NP Utrecht, OC		
Status	Exists		
Place of Formation	Netherlands		
Formation Date	05/31/2001		
Qualify Date	03/19/2025		
Registered Agent Name	Vcorp Agent Services, Inc.		
Registered Office Street Address	2 North Jackson Street, Suite 605 Montgomery, AL 36104		
Registered Office Mailing Address	2 North Jackson Street, Suite 605 Montgomery, AL 36104		
Nature of Business			
Doing Business in AL Since	03/18/2025		
Transactions			
Transaction Date	04/07/2025		
Articles Of Corrections	CORRECTION FILED		
Transaction Date	04/07/2025		
Principal Mailing Address Changed From	Hamburgerstraat 23 3512NP Utrecht,		
Transaction Date	04/07/2025		
Principal Office Changed From	Hamburgerstraat 23 3512NP Utrecht,		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	03/19/2025	Certificate of Formation	3 pgs.
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NATIONAL MARITIME MUSEUM
OF THE
GULF OF MEXICO



Request for Proposals (RFP) for Exhibit Design & Installation

Delta Mosaic. A Confluence of Life

Solicited by
The National Maritime Museum of the Gulf of Mexico

11/22/2024

The National Maritime Museum of the Gulf of Mexico (NMMOG), an operating component of the City of Mobile, Alabama, is requesting written proposals for the design and installation of a new immersive exhibit experience. Interested design teams are strongly encouraged to submit proposals for this fully-funded project in one of America's most dynamic experiential waterfront museums. Written competitive proposals are due by January 17, 2025, with full design by the selected team to be complete by April 2026 and a fully operational exhibit by April 2027.

Mission Statement

The National Maritime Museum of the Gulf of Mexico is a premier place of learning that inspires a lifelong love and respect for the Gulf of Mexico, its rich history and importance to the world.

1.0 Introduction

This RFP is for "Delta Mosaic. A Confluence of Life" an interactive, walk-through exhibit that will introduce guests to the Mobile Tensaw River Delta and help them understand the importance of its vast, unmatched biodiversity. Through a completely immersive environment and interactive technology, the exhibit will place guests in the heart of the Delta and allow them to join a research team studying there.

The Mobile Tensaw Delta, located near Mobile, Alabama, spans approximately 250,000 acres, making it one of the largest delta systems in the United States. This vast wetland is home to over 400 species of plants and a remarkable variety of wildlife. The Delta's intricate network of rivers, swamps, and marshes supports an impressive array of animal life, including more than 200 bird species, 50 species of mammals, and countless reptiles and amphibians.

The Delta's rich habitats provide critical breeding grounds for numerous fish species, including those vital for both commercial and recreational fishing. Its diverse ecosystems range from cypress swamps to tidal marshes, each contributing to the overall ecological health of the region.

The Mobile Tensaw Delta is not just a vital environmental resource; it also boasts a rich history. It's waters and banks have seen centuries of natural and human history. The region has been home to various Indigenous peoples, including the Muskogean tribes, who thrived on the area's abundant resources. European exploration of the area began in the 16th century, with the arrival of Spanish and French explorers, followed by the establishment of settlements in the 18th century.

The delta's strategic location made it significant for trade and transportation, especially during the 19th century when cotton and timber industries flourished. The delta also played a pivotal role during the Civil War.

This unique landscape serves as a natural sanctuary, attracting researchers, conservationists, and nature enthusiasts, all drawn by its stunning beauty and ecological and historical significance. The Delta is a treasured natural gem but even though its significance and beauty are undeniable, relatively few people visit it or even are aware that it exists.

2.0 Background and Exhibit Concept

The exhibition assumes that the visitor has little knowledge of the Delta and so may not be familiar with its location or the terminology used to describe and research it. An introductory area will provide a description of the Delta as well as a map of its boundaries. Once briefed, our guests will receive an RFID chipped card that will identify them as an Archeologist, Wildlife Biologist, Botanist or a Conservationist. As they step into the Delta, and wander its pathways, our researchers will encounter interactive displays that will allow deeper study of their areas of expertise.

Below is the breakdown of the exhibition's sections.

Section 1: Introduction to the Mobile Tensaw Delta

This preliminary area begins with a short introduction to the Delta. What is it? Why is it special? What makes it the perfect habitat for unmatched biodiversity? A display or panel will define basic vocabulary. Another display or interactive device will explain and assign each guest to be a specific type of researcher and thus assigning them a specific research project.

The research project: Guests will be assigned one of 4 different specialties. They will be an Archeologist, Wildlife Biologist, Botanist or a Conservationist. These specialties will be designated on the RFID card/pin/button.

Welcome to America's Amazon

Once guests have been properly briefed and given their research assignments, their journey through the Delta will begin. Our goal is to recreate the Delta with beautifully sculpted Giant Cypress Trees, Spanish Moss, Streams (not real water), Pine forests, marshes and authentic sounds. The entrance needs to be spectacular and will set the tone for the rest of the experience. As the guest travels through the next 4 areas of the exhibit, there will be an interactive in each. We will look to the Design Firm to suggest technologies that will best tell the stories in the specific areas.

Sections 2-5: While it is impossible to represent all the different environments that exist in the Delta, we want to incorporate representations of four of the major ones.

Section 2: Mesic Flood Plain

Floodplains stretch from the banks of a river channel to the base of the enclosing valley. The floodplain ecosystem is defined as the part of the river valley that is regularly flooded and dried. The soils usually consist of clays, silts, sands and gravels deposited during floods.

Section 3: Cypress-Gum Swamp

A swam is a forested wetland. Swamps are considered to be transition zones because both land and water play a role in creating this environment. Swamps in the Mobile Tensaw Delta tend to be full of Cypress and Tupelo trees.

Section 4: Brackish Water Marsh

A marsh is a wetland that is dominated by herbaceous plants rather than by woody plants such as trees. Marshlands flood seasonally therefore it provides habitat for many species of plants, animals and insects that have adapted to living in flooded conditions.

Section 5: Bottomland Rainforest

The Bottomland Hardwood Forest is a type of deciduous and evergreen hardwood forest found in broad lowland floodplains. These plains are occasionally flooded, which builds up the soils required for gum, oak and bald cypress trees that typically grow in this type of biome. The trees often develop unique characteristics to allow submergence, including cypress knees and fluted trunks.

Section 6: The Field Lab

Within the existing E.O. Wilson Field Lab structure, we will create new content that will allow each guest to understand the outcomes of their research. The lab will be the last stop on their journey through the Delta. It will also provide resources for guests to further research and help care for the Delta.

NMMOG's educational goals are as follows:

- People will learn what the Delta is and what makes it such a unique natural treasure.
- People will learn about current threats to the Delta and what is being done to prevent the Delta and its inhabitants from facing extinction.
- People will learn how they can help preserve this vital natural resource.

3.0 Target Audiences

NMMOG expects this exhibition to appeal to a general audience with special attention to school groups and families. Because of the interactivity and the environmental focus, it is hoped the exhibit will increase visitor traffic to the museum. We hope that the exhibition will strengthen our outreach to schools, tourists and environmental groups throughout the entire Gulf Coast Region.

NMMOG expects its Delta Experience to stand out from the competition, especially when it comes to the quality of interactive experiences and immersive design. Since this exhibit will be part of the museum's permanent collection, it is the desire of NMMOG that the digital components of the exhibit be completely updatable. New research is being done every day in the Delta and the exhibit must remain relevant.

4.0 Project Budget and Size

An estimated size for the exhibit is 2,600 square feet.

The budget for this project is \$2M.

The opening date is April 7, 2027.

5.0 Eligibility

This competition is open to exhibit designers with a strong portfolio of successful designs for museums, interactives & science centers.

6.0 Project Scope

The Exhibit Designer selected for this project will work as a partner with NMMOG, under the direction of the NMMOG designated project manager. This is intended to be a turn-key project with the Exhibit Designer selected being responsible for design, fabrication and installation with NMMOG's prior approval.

Completion of the design phase of the exhibit project is tentatively set for **April, 2026**, with fabrication/installation completion projected for **April 2027**.

Completion of design phase of exhibit to be worked out between NMMOG and Exhibit Designer, in line with the exhibit being completed and ready to be opened to the public on April 7, 2027.

Working with NMMOG and environmental scientists and scholars, the Design Firm will develop the exhibit in the following steps:

Design phase:

Stage 1: Conceptual: The Design firm will provide initial concept illustrations of all exhibition components to be designed or purchased and develop key area illustrations in full color for promotional purposes. The design firm will submit the illustrations for this stage to NMMOG for signoff and approval before moving on to Stage 2.

Stage 2: Design Development: In the next step to refine all designs, the Design Firm will interpret the general concepts of construction by creating initial light plot, show control, and power plans (mostly black and white illustrations/elevations with color swatches of various areas). Potential signage, text, and pictorial information layouts for each area will be generated. A simplistic animatic and script will be developed for the video and digital interactive production for the exhibit. The Design Firm will submit the requirements for this stage to NMMOG for signoff and approval before moving on to Stage 3.

Stage 3: Final Design: All areas and components will be finalized. The equipment needed will be sourced and documented. The Design Firm, or a third-party contractor (depending on capabilities of the selected Design Firm), will complete the light, show control, and power plans, as well as the design and function of all exhibition components. The script will be prepared for video production. The Design Firm will submit the requirements for this stage to NMMOG for signoff and approval before moving on to Stage 4.

Fabrication and Installation Phase:

Stage 4: Exhibit component fabrication: The Design Firm will be responsible for the production of all components in coordination with NMMOG in time for the scheduled opening of April 7, 2027. The Design Firm/Fabricator and NMMOG to develop inspection and sign off schedule for fabrication phase.

Stage 5: Exhibit component installation: The Design Firm will install all components in coordination with NMMOG in time for the scheduled opening of April 7, 2027.

The responsibilities of the designer for the design phase of the project are as follows:

- Review NMMOG's concept and goals for the exhibit and establish the full scope of the project.
- Evaluate the proposed schedule and budget as they apply to the scope of the project.
- Create a preliminary budget for design and development of the interactive and AV elements, based upon approved concept drawings. The budget will provide a line-item breakdown of expenses for design and AV production.
- Prepare a design and development schedule detailing the critical path, key milestones and deliverables for the entire project.
- Prepare plans and renderings that illustrate the key components of the exhibit, how these components are integrated with one another, and how the exhibit will be configured.
- Finalize a projected fabrication and installation package and contract external fabricators; the package will include pricing and timeline for work done in this phase.

7.0 Expectations

NMMOG expects the exhibit will:

- Generate increased attendance to NMMOG.
- Grow outreach and strengthen ties particularly to the Gulf Coast Region.
- Grow field trip business for NMMOG.
- Generate revenue through the production of Delta-specific product to be sold in the Museum Shop.

- Develop curriculum about the Delta suitable for use in schools and other educational institutions.

8.0 Client Responsibilities

As the client for the exhibit project, NMMOG will provide the following materials and/or services:

- A critical date schedule to be reviewed and agreed-upon by the project design team.
- Exhibit story and script.
- Photographic research and selections.
- Artifacts from the NMMOG collection and third-party lenders.
- Providing meeting space and coordinating meetings with project designer.

9.0 Submission Procedures

Interested firms or individuals should submit a proposal including the following elements (in this order):

Content

- a) One-page cover letter including a statement of your interest in this project and relevant qualifications and experience to fulfill the RFP requirements.
- b) A summary of recent design projects and how they relate to this design task.
- c) A list of at least three client references from recent projects (name, phone, email).
- d) A list of personnel and brief professional overview of those who would be *directly involved* in this project.
- e) Assessment of the firm or individual's current workload and ability to devote necessary time & attention on this project.
- f) Your approach to the design process, including how you will develop exhibit ideas and structure for the best experience and appeal.
- g) Your approach to the build process, including materials and use of technology
- h) A breakdown budget estimate covering:
 - Planning, design, fabrication, and installation inclusive of interactives and AV experiences.
- i) A draft project timeline based on the critical date schedule.
- j) Payment terms & conditions.

Format

We prefer your proposal to be sent as an electronic file in pdf format; however, hard copies are acceptable.

- 1) For hard copies, one signed original and three complete copies of the proposal should be sealed in one package and labeled NMMOG Delta Experience RFP. The package should be addressed to Karen Poth (see below). Standard, 8.5X11 pages only.
- 2) For electronic files, subject line should say NMMOG Delta Project RFP Submission. We will only accept pdf format attachments. Electronic submissions should be addressed to karen.poth@cityofmobile.org

All proposals will become property of the NMMOG. Proposals must be submitted via email, USPS or in person by **January 17, 2025 at 5:00 p.m.**

10.0 Evaluation Criteria

NMMOG's management team, selected staff members as well as the City of Mobile's procurement department will review and evaluate all proposals. Their evaluation will be based on the strength and creativity of the ideas, and the perceived ability of the firm or individual to implement the project on budget and on time. The winning proposal will demonstrate a clear "feel" for the goals and objectives of the exhibit. NMMOG reserves the right to conduct additional inquiries and interviews in its sole discretion, and to accept or reject any or all submissions. The selected firm will be required to enter into a contract with the City of Mobile, and to obtain all required permits and licenses to perform services under the contract.

11.0 Tentative Schedule

Call for proposals	November 22, 2024
Inquiry Deadline	December 13, 2024
Response to Inquiries	December 20, 2024
Deadline for submissions	January 17, 2025
Interviews	January 17 – January 24, 2025
Contract award	February 7, 2025

12.0 Contact information

Interested firms may express interest regarding this RFP, and receive notice of any updates or addenda to this RFP, or submit questions about the project or proposal requirements by December 13, 2024 to:

Karen Poth
National Maritime Museum of the Gulf of Mexico
501 Water Street
Mobile, AL
Tel: (251) 348-6956
Email: karen.poth@cityofmobile.org

This RFP, and any follow-up addenda, are posted at www.CityofMobile.org/Bids. Answers to questions received will be posted December 20, 2024. More information about NMMOG is available at <https://www.nmmog.org/>



NATIONAL MARITIME MUSEUM
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Addendum 1

Request for Proposals (RFP) for Exhibit Design & Installation

Delta Mosaic. A Confluence of Life

Solicited by
The National Maritime Museum of the Gulf of Mexico

12/20/2024

The National Maritime Museum of the Gulf of Mexico (NMMOG), an operating component of the City of Mobile, Alabama (City), is requesting written proposals for the design and installation of a new immersive exhibit experience. Interested design teams are strongly encouraged to submit proposals for this fully-funded project in one of America's most dynamic experiential waterfront museums.

We are providing this Addendum 1 to respond to questions received regarding the original RFP.

The due date for written competitive proposals remains **January 17, 2025**, with full design by the selected team to be complete by April 2026 and a fully operational exhibit by April 2027.

The full contents of the original Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

A. **QUESTIONS AND ANSWERS**: The following questions were received and the City determined that an answer to all potential proposers was merited. Where proposers remain unclear or uncertain of the NMMOG/City requirements, proposers are to make an independent interpretation, and clarify their interpretation or assumption in the proposal. All timely submitted RFPs will be fully considered and scored.

1. Clarify the format for proposals.

Answer: We prefer your proposals to be send as an electronic file in PDF format however, hard copies are acceptable. For hard copies one signed original and three complete copies of the proposal should be sealed in one package and labeled NMMOG Delta Experience RFP. Standard 8.5 x 11 pages only. For electronic files

subject line should say "NMMOG Delta Project RFP Submission". We will only accept PDF format but sizes may vary within reason and taking file size into consideration.

All proposals should be addressed to Karen Poth. Karen.poth@cityofmobile.org , National Maritime Museum of the Gulf of Mexico, 155 South Water Street, Mobile, AL 36602.

All submissions should be received by 5 pm (CST), January 17, 2025

2. Are you working with an architect or Owner's Representative on the project?

Answer: The exhibit will be installed into an existing space in the museum. We do not believe there will be necessary structural changes therefore we do not anticipate needing to hire an architect or general contracting firm.

3. Section 2.0 of the RFP references a visitor experience with an RFID chip.

Answer: We are open to alternative visitor personalization/engagement solutions. We do not have a tech firm in mind for this function. Once a Creative/Design firm is secured, we will look to them to develop the best way to engage our audience and tell our story.

4. Are you evaluating proposals based on cost/fee, or are you looking for firms to propose a total breakdown of soft costs and hard costs that total your \$2M budget?

Answer: We are looking for a firm that will propose a breakdown that would total the \$2M budget. The reality is that we are looking for a firm who has the most creative/best way to tell the story we want to tell within a realistic \$2M budget.

5. Will the design firm be responsible for image licensing/acquisition?

Answer: There is a separate budget for this. Obviously, photo/image curation will be a hand in hand process with the design firm.

6. Renovation/build-out of the gallery space.

Answer: All build-out of the gallery space is included in the \$2M budget. Demolition will be handled by NMMOG.

7. What permits and licenses are required?

Answer: All firms will be required to obtain a city business license and register with the Alabama Secretary of State to do business with the state of Alabama.

Paperwork for both will be provided. The successful awardee will be responsible for identifying and obtaining any other licenses that may be required.

8. Will bonding be required?

Answer: At this point the City does not intend to require bonding, but retains the discretion to ask for performance and labor/materials bonding during contract development. No bid bond is required for submission of a proposal. Do not factor bond costs into your proposal cost estimate.

9. Is the City of Mobile tax exempt and if so, will the bidders receive a copy of the tax-exempt certificate for filing?

Answer: Yes, the City is exempt from Alabama state and local sales taxes. Municipal government entities are sales-tax-exempt by law and are not provided sale-tax-exemption certificates by the State. The contractor is responsible for compliance with tax reporting requirements, and may be required to complete form ST-EXC-01.

10. Request photos and floor plans for the gallery space:

Answer: A floor plan and photo is attached to this document (Exhibits A and B). The Yellow highlighted space indicates the gallery space. The hexagon space at the center of the space is the field lab that will be remaining. For more information on the field lab visit our website: <https://nmmog.org/e-o-wilsons-field-lab/> The touch table that is at the center of the current field lab will get new content that goes with the new exhibit.

11. Please clarify the level of conceptual development you are seeking in our proposal.

Answer: For the proposal we are looking for a very high-level interpretation and thoughts about the most effective and affordable way to use technologies and interactives to best tell the story. These descriptions can come in the form of very rough sketches, a few simple paragraphs or examples of other relevant work you have done.

12. The project budget is \$2M. Are all funds already secured or is additional fundraising required?

Answer: All funds are secured by a GOMESA Grant. No further fundraising is anticipated.

13.The RFP mentions an immersive environment. Based on your description, this seems to involve set and scenic elements. Do you anticipate the use of large-scale projections to enhance the immersive experience?

Answer: We are completely open to the great suggestions of the design firm. Large-scale projections, LED technology, sculpted trees and scenic elements... We have ruled nothing out. We would prefer not to rely completely on guests' personal devices for the experience.

14. Will NMMOG be providing a writer for the exhibit content or should bidders include writing in our scope?

Answer: Writing should be included in the proposal scope. NMMOG will be employing an advisory committee from conservation organizations, universities and research labs across the Gulf Coast Region. All research and content will be handed over to the design firm. The writer will be expected only to interpret the information into text that will work within the exhibit formats that are chosen.

15.Who at NMMOG will be the design firm's primary point of contact?

Answer: We will have an inhouse project manager.

16. NMMOG expects the exhibit to generate revenue through the production of a Delta-specific product line. Is it the responsibility of the design firm to propose or design?

Answer: No. The museum will design and source that product inhouse using artwork/design elements from the exhibit.

17.Is there a desire for the exhibit design to include live animals such as fish species one might find in the Delta region?

Answer: No. We will work with partner institutions such as the Dauphin Island Aquarium. We do not have the staff to care for live animals.

18.Does the \$2M include AV hardware, AV integration, architectural modification or acquisition of image usage rights in addition to design, fabrication and installation?

Answer: The \$2M does include AV hardware and AV integration. It does not include acquisition of image usage rights. We do not believe architectural modification will be necessary. If your proposal includes structural modifications, then this should be included.

19.What are the age groups for this exhibit?

Answer: We would like to speak to about a 7 – 9th grade level. Our field trip business focusses mainly between 5th and 9th grade. The rest of our attendance is adult guests with their smaller children.

20.Expected time for the entire experience?

Answer: 20 – 30 minutes.

21.How many guests are you hoping to accommodate at a given time?

Answer: 35 – 45. Regardless of school group size (30 -300) we break them up into tour groups of 35 – 45 during their stay here at the museum. We have 8 decks of exhibits here at the museum, this deck should not be required to accommodate more than 40 – 50 at any given time.

22.With this be a ticketed experience?

Answer: No

23. Will groups be able to immediately replay as another profession?

Answer: Yes

24.Is it ok to pitch ideas using guest cell phones?

Answer: While we will not rule it out completely, the goal of our museum is to get kid's away from their phones. Our museum sits on the banks of the Mobile River. There are large container ships and tugboats passing by our windows all day. The museum was created to be hands-on and experiential. We want this exhibit to be the same.

25.Given a slider of 1 for play and 10 for educate, where do we see this exhibit landing?

Answer: 5 – we want to educate but the exhibit must have that "wow" that makes people engage.

26.Given a slider of 1 for solo play and 10 for group play, where do we see this exhibit landing?

Answer: 7

27. Given a slider of 1 for stylized and 10 for photo realism, where do we see this exhibit landing?

Answer: 8 – We want people to feel like they have been to the Delta.

28. Ratio of digital verses physical?

Answer: We are completely open. There are so many ways to accomplish getting people excited about the Delta and turning them into stewards of this invaluable natural resource. What are your ideas?

29. What languages should the exhibit accommodate?

Answer: English and Spanish

30. In terms of networking and security, will there be any issue of using a CMS that is located online for easier accessibility?

Answer: All off-site CMS solutions will have to be approved by the City's IT department. We won't rule it out, but it will be more difficult to get it approved. Currently we have arrangement with NOAA and others for CMS solutions that are housed here on site but they have access for updates and maintenance. That would be our preferred situation.

31. Does the museum wish to collect guest emails for marketing or have an email takeaway of their experience?

Answer: Certainly – so long as it is natural and doesn't take away from the experience in any way.

32. Does the museum have any sort of character?

Answer: We do not.

33. Is there any preference given for minority or woman-owned businesses? For local, and or in state firms?

Answer: The selection for this RFP will be based on creativity, past work accomplishments and capabilities. However, as a city museum, there are stipulations for any hiring entity to make preferences for disadvantaged business enterprises when selecting subcontractors. Please highlight any significant

subcontractors that you intend to use. If they are a disadvantaged business enterprise, please indicate that as well.

34. Will the selected firm/team contract directly with NMMOG or with the City of Mobile?

Answer: The contract will be with the City of Mobile. The contract will be overseen by NMMOG.

35. Is the provided schedule fixed? Can you elaborate as to any kick-off or press release plans, or any other key milestones that would happen within the timeframe or immediately after opening?

Answer: The schedule is being driven by the requirements of the grant. All work should be completed by the scheduled opening date. While it is not impossible to ask for an extension, we would prefer to stick to the dates that have been given. No marketing plans have been established however we will most certainly have a press party and VIP opening event. We will also have marketing support from the City of Mobile, Visit Mobile Tourism agency, local universities and our Board of Directors.

36. Customary approval timeframes?

Answer: We have a small staff and advisory board of local experts and researchers. All creative approvals should be given within one week of submission.

37. Can you give an example of the research scenarios you envision guests undertaking?

*Answer: Again, we are keenly interested in the creative firm's thoughts on the best way to use technology and hands on experiences to tell our story. To give a possible example that is NOT necessarily being requested:
A guest could come upon a digital dig interactive. If you are an archeologist, the dig will reveal information about the Bottle Creek Indian Mounds or evidence of the last slave ship. The Botanist may discover a fossilized plant, The biologist may discover a species that no longer exists...*

38. Is there a separate budget for any GC work, new flooring, or updated lighting?

Answer: Lighting and flooring that is integral to the storytelling (such as textural flooring or dramatic swampy lighting) should be considered part of the \$2M budget. If base flooring needs to be repaired prior to installation or wiring needs to be repaired or replaced, that will be covered from another museum budget.

39. Are there any very specific must-include historical, cultural, or scientific stories that should be woven into the narrative?

Answer: Yes – there are SO many it is hard to address this question at this time. As stated earlier, we are carefully forming an advisory committee made up of local university professors, researchers and conservationists. These people will narrow down the content and a specific framework will be given to the design firm for exhibit experience and text.

40. Since this program is funded by a grant from the Alabama Energy Security Act, should any of their key messages be emphasized throughout the exhibit?

Answer: The goal of the exhibit is two-fold – To create awareness of the Delta and its importance to the world and to instill a stewardship of the Delta's unparalleled natural resources. In addition to that, our museum is also keenly interested in informing students about the wide variety of careers that exist on our River Front on the water in general. This is an excellent opportunity to get kids interested in the water.

41. Are there existing technical systems that we need to integrate with?

Answer: The short answer is no. the museum is currently running on Crestron. But it has not been updated since the museum was built and we are keenly interested in securing a simpler system for all new experiences.

42. Do you already have interactive hardware you provide to guests such as tablets or tech handed out? Are you open to concepts around that?

Answer: No. We do not have any device assisted experiences in the museum to date. We would be open to it.

43. Are the museum staff comfortable maintaining advanced tech like AR/VR, projection mapping or RFID systems?

Answer: Yes

44. Does the museum have an in-house maintenance team or will they need support post-installation?

Answer: We have an in-house team that is very capable but will appreciate a good relationship with the design team for troubleshooting.

45. Are you expecting a creative design response to the RFP?

Answer: Yes – but very high-level interpretation. We're interested in finding the partner who can best tell our story with the budget and space we have.

46. Is there a page limit for the response?

A: No

47. There could be an approach where the design firm completes the concept phase and provides planning materials and renders to be used for fundraising to increase the project budget, at which point design continues per the new project budget – would you be open to this approach?

Answer: No. We do not anticipate any further fundraising for this project.

48. Please tell us more about this expectation that you have noted for the exhibit "NMMOG expects the exhibit will develop curriculum about the Delta suitable for use in schools and other educational institutions."

Answer: The development of this curriculum is NOT in the scope of this project. We simply will be looking at the content as it is developed with an eye to its adaptability for school curriculum.

49. Will all photos and artifacts be provided by NMMOG or will exhibit designer need to supplement this research?

Answer: NMMOG will assume all fees related to acquiring assets. The selection of such assets will be a joint effort between NMMOG and the design team as technologies and schematics are developed.

50. Do you have preference for the quantity or frequency of in-person meetings or reviews?

Answer: Between 3-5 in-person meetings throughout the entire project with weekly Zoom/Teams update meetings when necessary.

51. Please describe the NMMOG team members and stakeholders that will be working on the project.

Answer: The majority of communication between the design firm and NMMOG will be routed through the museum's inhouse project manager. Additionally, the executive director, creative director and curator will be involved in the project.

52. Are there any museums/exhibits you've visited that particularly resonate with you/your vision for this project?

Answer: Particularly inspiring to us is the National WWII Museum in New Orleans.

53. Can a design-only firm submit for this opportunity, or does it require a builder as well?

Answer: We will ask that the design and build be included in one proposal. We are completely open to a partnership between a design-only firm and a build firm of the design firm's choice. We will award a single contract.

54. How much light control does the gallery have? Are there windows, and do they overlook the Mobile Tensaw Delta?

Answer: We have complete control over the lighting in the gallery. It is nearly completely enclosed with access to windows right outside the gallery. While the windows do not overlook the Delta, they do overlook the Mobile River. The Delta is about a mile away from the museum.

55. What is the ceiling height of the gallery?

Answer: The ceilings are exposed. The heights are as follows: The bottom of the ductwork is 11', up to the I-beams is 13' and to the ceiling is 15.5'. Please see attached image of the space.

56. Does the \$2M budget need to include non-exhibit elements such as base building requirements, power/data distribution, HVAC and lighting?

Answer: No – all base building requirements, power/data distribution and HVAC will be covered in another budget. Base lighting will be included. However, lighting that is specific to this exhibition should be covered in the budget.

57. What kind of contract would we be entering into with the Maritime Museum /City of Mobile?

Answer: See a sample contract attached (Exhibit C), subject to negotiated modifications, including potential bonding requirements.

58. Is this an existing or new structure?

Answer: Existing

59. Who is responsible for demolition of the exhibit space if this is an existing space?

Answer: NMMOG will be responsible.

60. Is there a preference for a local design consultant?

Answer: Our inhouse creative director and executive director will be serving in this capacity.

61. Is there an anticipated breakdown for the budget across design, AV work and fabrication?

Answer: That will be up to the design firm to determine. A ballpark could be 1/3 for design and the rest for AV work and fabrication.

B. **REFERENCE DOCUMENTS.** Please refer to referenced exhibits for additional information.

Exhibit A. Museum Diagram
B. Museum Photo
C Sample Contract





Professional Services Contract **City of Mobile**

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2025, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and _____ ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of museum exhibit design and installation.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' 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:

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in Service Provider's proposal dated _____, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the Executive Director, National Maritime Museum of the Gulf of Mexico, or her designated representative. The Project Manager and Service Provider may adjust the Scope of Work upon mutual agreement as determined to efficiently accomplish the project.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter until completion of the tasks described in Exhibit A.
3. **COMPENSATION:** The total amount to be compensated to Service Provider under this agreement is not to exceed _____. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule attached in **Exhibit A**. The City will not be responsible for payment of any interest, late fees, collection fees, or attorney's fees.
4. **INVOICE:** The Service Provider shall submit documented invoices showing work performed at appropriate intervals of project completion in accordance with **Exhibit A** and upon mutual agreement of the parties.
5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement.

Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City (“Work Product”). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to Service Provider.

7. **INSURANCE REQUIREMENTS:** Service Provider shall maintain the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

Service Provider will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Service Provider shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance. Evidence of such insurance may be found as **Exhibit B** to this agreement.

8. **INDEMNITY:** The Service Provider shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Service Provider or the Service Provider’s agent, Service Provider under contract, or other entity for which Service Provider is legally liable. Service Provider 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 Service Provider or its agents covered by Service Provider’s policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this

contract requires Service Provider to procure and maintain professional liability insurance that satisfies the named requirements. Service Provider shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Provider's liability, or in proportion to the extent Service Provider 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 Service Provider to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION:** Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. **ANTI-BOYCOTT:** By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

11. **VENUE/JURISDICTION:** The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. **STANDARD OF PERFORMANCE.** Service Provider shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent museum exhibit design, creation, and installation 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.

13. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of

this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. FORCE MAJEURE: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. TERMINATION: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider:

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

SERVICE PROVIDER,

BY: _____ Date: _____

Its _____ (Title)

ACKNOWLEDGEMENT

The State of _____}

_____ County}

I, _____, a Notary Public, in and for said County in said State,

hereby certify that _____ whose name as _____ of _____, 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)

Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

City Clerk Date: _____

Exhibit: A Service Provider Proposal dated _____
B Evidence of Insurance

STATE OF ALABAMA)

ADCNR GRANT#: G-CMMMI/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, (“Agreement”) is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as “ADCNR”, and the City of Mobile, hereinafter referred to as “Grantee” (ADCNR and Grantee collectively hereinafter “Parties”) to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”).

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to update and redesign the Ecology floor of the National Maritime Museum of the Gulf of Mexico, as described in the Disbursement Justification attached as Exhibit A (“Project”).
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.

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- 3.- **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.
4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed Two Million Two Hundred Fifty Thousand Dollars and 00/100 (\$2,250,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

- a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

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11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of Grantee, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient

documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
 - a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever

period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
 23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
 24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
 25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
 26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
 27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators

selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

Christopher M. Blankenship
Commissioner

Date: _____

GRANTEE:

William S. Stimpson

William S. Stimpson
2024.10.30 15:53:26
-05'00'

William S. Stimpson, Mayor
City of Mobile



Lisa C. Stimpson

EXHIBIT A

State of Alabama Gulf of Mexico Energy Security Act of 2006 Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

National Maritime Museum Improvements - City of Mobile

The City of Mobile's *National Maritime Museum of the Gulf of Mexico* is the only museum in the world dedicated to preserving the rich history and resources of the Gulf of Mexico. Located on the banks of the Mobile River, the National Maritime Museum is a world-class educational institution, focusing on the Industry, History, and Ecology of "America's Sea."

One of the museum's current initiatives is to enhance its ecology and conservation education programs. This effort began with a 2020 GOMESA grant (G-CMGQIMP/20/CM) which funded the E.O. Wilson Field Lab exhibit. Funding disbursed under this Agreement will update and redesign the entire Ecology floor of the museum. The new Ecology floor will be transformed into an immersive walk-through experience that will allow guests to step into the middle of the Mobile-Tensaw River Delta. Through the use of life-like sculptures, digital screens, projections, interactive displays and authentic sounds, guests will walk through the Giant Cypress trees, peek into an

Osprey nest and come face to face with an American Alligator (Figure 1). To further the interactivity of the exhibit, guests will be invited to join a “research team” that has been assigned to a specific conservation project in the Delta. Through the use of RFID technology, the guests will then proceed through the exhibit. As they tap their RFID card on the interactives in the exhibit, they will learn more about their specific research assignment. All digital content in this exhibit will be fully editable thus allowing the exhibit to display up-to-date and relevant information for the life of the exhibit.

These improvements will enhance the learning experience regarding coastal protection, conservation, and coastal restoration. The Mobile Bay National Estuary Program’s Comprehensive Conservation & Management Plan (CCMP) for Alabama’s Estuaries & Coast 2019-2023 seeks to improve public support for environmental protection and restoration through Education and Public Involvement (EPI) by connecting more visitors to local waterways, fish, and wildlife (EPI-3.1) and by expanding watershed education in coastal Alabama (EPI-3.2). This project will also educate and engage visitors utilizing interactive exhibits to improve community understanding as to the value of protecting natural resources in coastal Alabama.

Also, the Coastal Planning Policies (Section IX) of the Alabama Coastal Area Management Program (ACAMP) seeks to promote, improve, and safeguard the lands and waters in coastal Alabama. It is the policy of the ACAMP to encourage, support, and promote conservation, preservation, and protection to ensure continued benefits of these resources for the public. This project will provide additional opportunities to educate the public on the importance of Alabama’s natural resources within the context of the greater Gulf of Mexico.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs that includes satisfactory evidence Grantee is in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory evidence Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory

verification that construction completion of project components can be achieved through available funding and (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Grant Administration, Design, Demolition, and Construction Services including initial light plot, show control and power plans, full schematic including design and function of all components.	\$725,000.00
2	Exhibit Construction and Installation	\$1,525,000.00
Total GOMESA Funding Not to Exceed		\$2,250,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:



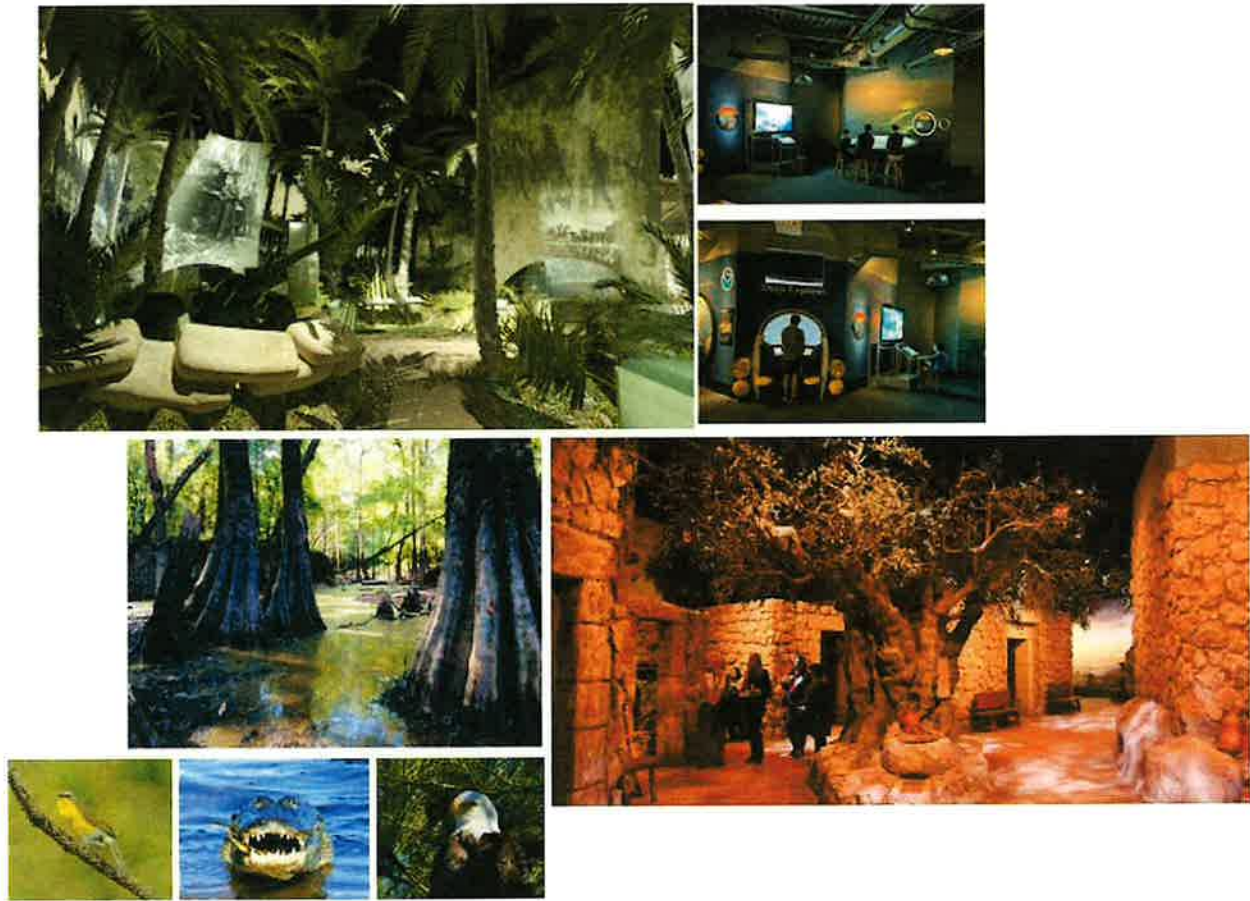
William S. Stimpson
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William S. Stimpson, Mayor
City of Mobile




G-CMMMI/24/CM
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Figure 1: Museum Exhibit Examples



R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive GOMESA grant funding in the amount of \$2,250,000.00 from the Alabama Department of Conservation and Natural Resource (ADCNR) in support of the National Maritime Museum of the Gulf of Mexico. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Conservation and Natural Resources. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted: **AUG 06 2024**


City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: September 2, 2025

Submitted by:

James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution for Council-NCDA Region 4 Conference.final
2. NCDA_Region4_Agreement_Mobile_NspireU 2025-08-28_Signed

REVIEWERS:

Shakeena Cox
James Roberts
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile regularly receives direct grant funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Mobile has made a commitment to the development and maintenance of a strong local economy and job growth by encouraging commercial, industrial, and other forms of economic growth; and

WHEREAS, the City of Mobile, Alabama, a municipal corporation, acting by and through its duly authorized Mayor, is 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, the National Community Development Association (NCDA) is a nonprofit trade organization that provides for collaboration and training within its mission focus; and

WHEREAS, the National Community Development Association Region 4 (NCDA Region 4) is an Alabama nonprofit affiliate corporation which provides a service to the community; and

WHEREAS, the City of Mobile has been selected as the host of the 2025 NCDA Region 4 Conference, which will bring affordable housing service providers and technicians from throughout the region to the City of Mobile for the purpose of furthering affordable housing and community development.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council finds and determines that the NCDA Region 4 Conference to be hosted in the City of Mobile September 28-October 3, 2025, for the purpose described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

BE IT FURTHER RESOLVED, that an appropriation of \$34,037.41 to NSPIREU!, LLC for services provided to the City to effectuate the NCDCA Region 4 Conference serves the same public purpose hereinabove described and the Council further approves and directs the payment of same.

Adopted:

Lisa C. Lambert, City Clerk

PROFESSIONAL SERVICES AGREEMENT

Event Planning & Management – NCDA Region 4 Conference

Between the City of Mobile, Alabama and Nspire U!, LLC

This Agreement is made and entered into as of the last signature date below (the “Effective Date”), by and between the City of Mobile, Alabama (“City”) and Nspire U!, LLC, an Alabama limited liability company (“Provider”).

Article 1 – Definitions

1.1 “Conference” means the 2025 NCDA Region 4 Conference hosted in Mobile, Alabama.

1.2 “Services” means the professional event planning and live event management services described in Attachment A (Scope of Basic Services) and any City-approved additions via amendment.

1.3 “Deliverables” means the tangible work products listed in Attachment A, including the master schedule, attendee communications plan, run-of-show, signage proofs, name-badge list, staffing plan, COI packets, and the post-event close-out report with all raw/editable files.

1.4 “City Representative” means the City’s Senior Director of Neighborhood Development or a written designee.

1.5 “Fee” means the not-to-exceed amount specified in Article 4.

1.6 “Proper Invoice” means a City-approved summary invoice with all required support for any included third-party costs and a certification of accuracy and contract compliance.

Article 2 – Relationship; Standard; Communications

2.1 Independent Contractor; No Authority to Bind. Provider is an independent contractor and is not City’s agent, partner, or employee and has no authority to bind City. No fiduciary duties arise from this Agreement.

2.2 Standard of Care. Provider shall perform the Services with the professional skill and care ordinarily exercised by event planning and management professionals for conferences of similar size and complexity in Mobile, Alabama at the time of performance.

2.3 Communications. Provider shall direct all notices and substantive communications to the City Representative (with courtesy copies as City designates). Material directives/approvals must be in writing (email acceptable unless City requires otherwise).

Article 3 – Basic Services

3.1 Scope. Provider shall perform the Services set forth in Attachment A.

3.2 Reliance. The City may reasonably rely on Provider's performance of its obligations under this Agreement.

Article 4 – Term; Compensation; Invoicing; No Overages

4.1 Term. This Agreement runs from the Effective Date through October 31, 2025, unless earlier terminated under Article 9. Any extension requires a written amendment approved in accordance with City authority; no automatic or informal renewals.

4.2 Fixed Fee; NTE. As full consideration, City shall pay a firm, fixed, not-to-exceed \$34,037.41 (the "Fee"), consisting of:

(a) \$5,000 retainer due within 15 days after the Effective Date (creditable against the Fee); and

(b) \$29,037.41 payable against two milestone invoices: (i) completion of pre-conference logistics; (ii) post-conference close-out.

4.3 What the Fee Includes/Excludes. The Fee includes Provider's labor, overhead, profit, ordinary supplies, and those specific third-party costs identified in Attachment A as included. Alcohol is not reimbursable.

4.4 No Mark-Ups; No Overages; No True-Ups. Provider shall not exceed the Fee or add surcharges/mark-ups/true-ups absent a signed amendment.

4.5 City Direct-Pay Option. City may pay certain venues, caterers, buses, or printers directly. Any such direct payments do not reduce the Fee unless expressly agreed in a signed amendment.

4.6 Sole Liability for Subcontractors/Vendors. Provider is solely responsible for all subcontractors/vendors it engages; City has no privity with them and no liability for their charges.

4.7 Invoices; Timing; Partial Pay. City shall pay undisputed amounts net 30 after receipt of a Proper Invoice. City may withhold disputed portions pending resolution while paying undisputed portions.

Article 5 – Schedule; Notice-to-Proceed

5.1 Schedule. Work may begin on the Effective Date unless City instructs otherwise in writing.

5.2 No NTP Required. A separate Notice-to-Proceed is not required for Services to commence.

Article 6 – City Responsibilities

6.1 Information; Approvals. City shall provide reasonable information and timely approvals to facilitate orderly progress.

6.2 Notice of Fault/Defect. Each party shall promptly notify the other upon discovering any material nonconformance.

6.3 Budget. City may maintain a conference budget.

6.4 Permits/Licenses. City will assist with municipal permits as needed; Provider will assist City with filings required by authorities having jurisdiction.

6.5 City Representative. The City Representative may designate, in writing, additional City personnel authorized to provide direction. Provider may rely only on the City Representative or such written designees.

Article 7 – Notices

7.1 Method; Email Courtesy. Notices must be in writing and are deemed given upon personal delivery or 5 days after deposit by certified U.S. mail, return receipt requested, postage prepaid, to the addresses below (or as updated by notice). Email copies may be sent as a courtesy and, if expressly acknowledged by the recipient, constitute effective notice.

City: Deputy Senior Director, Neighborhood Development, City of Mobile, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633-1827

Provider: Nspire U!, LLC (Attn: Candace Houston, CEO), 31611 Plaza De Toros Dr. S., #2802, Spanish Fort, Alabama 36527

Article 8 – Insurance

8.1 General. Provider shall maintain insurance with insurers licensed in Alabama and rated A-VII or better by A.M. Best; attach required endorsements to COIs; submit COIs within 10 days of contract issuance and before any onsite work. Deductibles/SIRs shall not exceed \$5,000 without City's written consent.

8.2 Workers' Compensation/Employer's Liability. Statutory WC; EL \$1,000,000 each accident/policy/employee; Borrowed-Servant/Alternate-Employer endorsement in City's favor; Waiver of Subrogation.

8.3 Commercial General Liability (occurrence form). \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; \$1,000,000 personal/advertising injury; Additional Insured (City) via endorsement; Primary & Non-Contributory; Waiver of Subrogation.

8.4 Automobile Liability. \$1,000,000 CSL covering owned, hired, and non-owned autos (if no autos owned, then hired/non-owned at minimum); AI; primary & non-contrib; waiver.

8.5 Umbrella/Excess. \$2,000,000 follow-form over CGL/Auto/EL; AI/primary/waiver terms must extend to Umbrella/Excess.

8.6 Professional Liability (E&O). \$1,000,000 per claim/\$2,000,000 aggregate; 2-year tail following completion/termination.

8.7 Liquor Liability. If Provider serves or furnishes alcohol: \$1,000,000 liquor liability. If alcohol is served only by a venue or caterer, Provider shall obtain COIs naming City as AI and confirming liquor liability for the applicable event(s).

8.8 Subcontractors. All tiers must carry the same coverages and endorsements; COIs due before work.

8.9 Cancellation. Policies shall not be canceled, non-renewed, or materially reduced without 30 days' prior written notice to City (or best-efforts if prohibited by policy).

Article 9 – Termination; Close-Out

9.1 For Convenience. City may terminate for convenience on 7 days' written notice. Provider shall promptly deliver all Work Product/records and refund any unearned portion of the \$5,000 retainer and other prepaids based on work actually performed to date.

9.2 For Cause. Either party may terminate for material breach not cured within 10 days of written notice.

Article 10 – Assignment

Neither party may assign this Agreement without the other party's written consent (not to be unreasonably withheld), except City may assign to a successor public entity.

Article 11 – Invoices & Payment

City shall pay undisputed amounts net 30 after receipt of a Proper Invoice. City may withhold disputed portions pending resolution and will pay undisputed portions.

Article 12 – Additional Provisions

12.1 Confidentiality. Provider shall keep City-designated confidential information confidential, and not disclose it without City's prior written consent, subject to §12.6.

12.2 Governing Law; Venue. Alabama law governs; exclusive venue lies in the Circuit Court of Mobile County, Alabama.

12.3 Entire Agreement; Amendments; No Waiver. This is the entire agreement; changes must be in a signed writing. No waiver is effective unless in writing.

12.4 Severability; Headings; Construction. If any provision is invalid, the remainder remains enforceable. Headings are for reference only. The Agreement shall be construed neutrally—no fee-shifting applies unless added by signed amendment.

12.5 Force Majeure. Neither party is liable for delay or failure due to force majeure events (including acts of God; severe weather; war; terrorism; strikes; government orders; epidemics/pandemics; utility/telecom outages) with prompt notice and mitigation.

12.6 Public Records; Audit; Retention. Provider acknowledges City's public-records obligations; will keep complete, auditable records for 7 years, make them available to City on request, and cooperate with records responses; trade secrets marked confidential will be handled per law.

12.7 Appropriation; Public Purpose. City's payment obligations are subject to annual appropriation and to the City Council resolution authorizing this expenditure (adopted [insert date]). No obligation arises absent lawful appropriation.

12.8 Rights in Data; Work Product. All right, title, and interest in and to the Deliverables and Work Product belong to City. Provider retains pre-existing methodologies/process know-how. Provider shall deliver all raw/editable files, working papers, and all vendor/venue/caterer/bus COI packets at close-out or upon earlier termination.

12.9 Use of City Marks; Publicity. Provider shall not use City's name, seals, or marks without City's prior written approval. Any public communications referencing City require prior City approval. Any license is limited, revocable, non-exclusive, royalty-free, and ends at termination.

12.10 Immigration/E-Verify. Provider shall comply with Alabama's immigration laws and remain enrolled in E-Verify, providing its Company ID to City upon request.

12.11 Anti-Boycott; Nondiscrimination. Provider shall comply with applicable anti-boycott, civil-rights, and nondiscrimination laws/ordinances and flow them down to all subcontractors.

12.12 Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to City), and hold harmless City and its officers/employees from all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Provider's performance, except to the extent caused by City's sole negligence or willful misconduct.

12.13 Non-Debarment. Provider represents it is not debarred or suspended by federal or state agencies.

12.14 No Contingent Fees/Conflicts. Provider represents it has paid no contingent fees and that no conflict of interest exists.

Signatures

NSPIRE U!, LLC

By: Candace Houston

Candace M. Houston, Chief Executive Officer

Notary Acknowledgment (Provider)

State of Alabama)

County of _____)

Subscribed and sworn before me on this ____ day of _____, 2025, by Candace M. Houston, as Chief Executive Officer of Nspire U!, LLC, who is known to me or has produced satisfactory identification.

(SEAL)

Notary Public, State of Alabama at-large

My Commission Expires: _____

CITY OF MOBILE, ALABAMA

By: _____
William S. Stimpson, Mayor

Attest: _____

City Clerk

Attachment A – Scope of Basic Services (Conference Planning & Management)

A. Pre-Conference Planning

1. Survey anticipated attendance and track RSVPs/choices.
2. Coordinate hotel room blocks and meeting spaces.
3. Maintain attendee communications and hospitality responses; send digital itineraries.
4. Prepare a “Things to Do in Mobile” guide.
5. Coordinate design/printing of signage and itinerary booklets (subject to City approval).
6. Secure lunch food trucks (as applicable).
7. Secure/coordinate venues for each event.
8. Secure entertainment for each event.
9. Secure caterers for each event and coordinate menus/service.
10. Coordinate with third-party bus/tour transportation providers.
11. Track attendee event selections and special needs (including ADA accommodations).

B. Live Event Management

12. On-site registration; welcome desk; distribution of badges/materials.
13. Assign staff liaison(s) to speakers for hospitality/tech needs.
14. Provide daily on-site staff to oversee operations, solve issues, and run sessions.
15. Assign staff to each networking/special event.
16. Provide real-time attendee updates on changes and logistics.
17. Coordinate seminar/session flow.

C. Approvals, Deliverables & Acceptance Criteria

- 1) Deliverables: master schedule; attendee communications plan; vendor/venue/caterer/bus COI packet(s); signage proofs; name-badge list; daily run-of-show; staffing plan; escalation contacts; post-event close-out report; and all raw/editable files.
- 2) Brand/Signage Approvals: all marketing/signage/branding requires prior City approval; any City marks only per §12.9.
- 3) Alcohol Handling: Provider will not serve alcohol; service must be by a licensed venue/caterer carrying liquor liability and furnishing COIs naming City as AI.
- 4) ADA: Provider will ensure ADA accessibility in venues, communications, and on-site staffing.

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER ADOPTION OF THE 2025-2026 GENERAL FUND AND CAPITAL IMPROVEMENT FUND BUDGETS

Pursuant to Resolution of the Mobile, Alabama City Council adopted on September 2, 2025, a public hearing will be held on September 9, 2025, at 10:30 a.m., to consider adoption of the 2025-2026 General Fund and Capital Improvement Fund budgets for the City of Mobile, Alabama. The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.