



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, September 16, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Reverend Tom Heard, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 27, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Olivia Hammond for a waiver of the Noise Ordinance at The Bragg Mitchell Mansion on November 1, 2025, from 7:30 p.m. - 11:30 p.m. (District 1).

Request of Indivisible Mobile for a waiver of the Noise Ordinance at Mardi Gras Park on October 18, 2025, from 4:00 p.m. - 5:30 p.m. (District 2).

Request of Raymond Mitchell for a waiver of the Noise Ordinance at 965 Elmira Street on October 31, 2025, from 5:00 p.m. - 9:00 p.m. (District 2).

Request of the Mystics of Time for a waiver of the Noise Ordinance at 607 Government Street on December 31, 2025, from 9:00 p.m. - 1:00 a.m. (District 2).

Request of The Child Advocacy Center for a waiver of the Noise Ordinance at Cathedral Square on March 28, 2026, from 10:00 a.m. - 2:00 p.m. (District 2).

Request of Heather Humphries for a waiver of the Noise Ordinance at 2068 Venetia Road on October 11, 2025, from 7:00 p.m. - 12:00 a.m. (District 3).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 1109 Adams Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 313 Calhoun Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1205 Ghent Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1966 Halls Mill Road a public nuisance and order it demolished (District 2).

Public hearing to fix costs for demolition of the structure at 33 E. I-65 Service Road South; \$6,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1720 Northview Drive; \$2,500.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1220 Satchell Street; \$2,400.00 (District 1).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Jabaria Dent - request Council support for the Boys & Girls Club "Bridges to Great Futures" program.

Lindsay Blankenship - provide the schedule of events for "Dedicated Dentist Day".

Sabrina Mass - concerns in the community about the election process.

12. ORDINANCES HELD OVER

52-046 Adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII, "Vacant Structure Registry for Henry Aaron Loop" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-047 Consider the modification of a previously approved Planning Approval for property located at 3610 and 3720 Michael Boulevard (sponsored by Councilmember Daves).

64-048 Consider the modification of a previously approved Planned Unit Development for property located at 3610 and 3720 Michael Boulevard (sponsored by Councilmember Daves).

13. CIP RESOLUTIONS HELD OVER

08-1161 Approve purchase order to Graybar Electric Co., Inc. for streetlight poles on St. Louis Street; \$61,826.66 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. RESOLUTIONS HELD OVER

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

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.).

01-1162 Authorize amended Loan Agreement with James W. Buffett Declaration of Trust 1990 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1163 Authorize Easement Agreement with 195, LLC for private road in Logan Cottages (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1166 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for ambulance for MFRD; \$365,894.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1169 Consider adoption of the 2025-2026 General Fund and Capital Improvement Fund budgets (sponsored by Mayor Stimpson).

09-1170 Authorize amendments, reallocations, appropriations, and transfers to the FY 2025 General Fund Budget for Port Security Grant Funds (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-1180 Re-appoint Hunter Whiddon to the Citizens Parks and Recreation Advisory Committee (sponsored by Councilmember Reynolds) (submitted by Lisa C. Lambert, City Clerk).

03-1181 Re-appoint Jessica Fairley, P. Ann Forbes, and John Ruzic to the Mobile Historic Development Commission (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

40-1182 Declare the structure at 1109 Adams Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1183 Declare the structure at 313 Calhoun Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1184 Declare the structure at 1205 Ghent Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1185 Declare the structure at 1966 Halls Mill Road a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1186 Fix costs for securing of the structure at 33 E. I-65 Service Road South (sponsored by Councilmember Penn).

40-1187 Fix costs for demolition of the structure at 1720 Northview Drive (sponsored by Councilmember Penn).

40-1188 Fix costs for demolition of the structure at 1220 Satchell Street (sponsored by Councilmember Penn).

46-1189 Honorarily rename Collins Avenue to "Honorary Douglas and Mary F. Banks Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

46-1190 Honorarily rename a portion of Esau Avenue to "Honorary James Pettaway Avenue" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

60-1191 Approve award of special bonus to the Firefighter of the Month; Bush (sponsored by Mayor Stimpson) (submitted by Interim Chief Barry Glisson, MFRD).

46-1207 Honorarily re-name the intersection of Jones Avenue and Carleton Avenue to "Honorary Woodrow and Nettie Curtis Avenue" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

16. CIP RESOLUTIONS INTRODUCED

21-1192 Authorize contract with Aeiker Construction Corporation for splashpad at Crawford-Murphy Park; \$394,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark REAM Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-1193 Approve purchase order to Adelte Ports & Maritime S.L. for installation of security cameras at the Cruise Terminal; \$29,940.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1194 Approve purchase order to Electronic Supply Co. for surveillance camera system repair parts and supplies for MPD; \$15,397.82 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1195 Approve purchase order to Emergency Equipment Professional, Inc. for engine overhaul for fire pumper truck; \$23,717.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1196 Approve purchase order to Maurin Architecture P.C. for design, bid, and build professional services for Cooper Riverside Park restroom enhancements; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1197 Approve purchase order to Ransom Cleaning Services for power washing of Cruise Terminal; \$24,550.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1198 Approve purchase order to Technical & Scientific Application, Inc., d/b/a TSA, for 16 laptop computers for MFRD; \$16,880.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1199 Approve purchase order to Technical & Scientific Application, Inc. for desktop computer for Gulf Coast Technology Center; \$22,672.47 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1200 Approve purchase order to TimeClock Plus, LLC for timekeeping accounts, software, and biometric readers for MIT; \$54,737.12 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1201 Transfer funds from Langan Park Dredging to G-12MCWAT for the Three Mile Creek Watershed Restoration project; \$45,563.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt., and Kelsi Tippet, Grants Dept.).

13-1202 Authorize Change Order #1 with Wiregrass Construction Co. Inc. for Western Bayfront Resurfacing; \$1,056,860.25 increase (sponsored by Mayor Stimpson) (submitted by John Forrester, City Engineer).

21-1203 Authorize Contract with James H. Adams & Sons Construction Company, Inc. for the repair and stabilization of Azalea City Golf Course and 12 Mile Creek; \$642,444.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

37-1204 Amend Kahtan Ahmed's Certificate of Public Convenience and Necessity (submitted by Lisa C. Lambert, City Clerk).

18. CALL FOR PUBLIC HEARINGS

41-1205 Call for public hearing to consider the proposed Conditional Use Permit for property located at 2316 Hillwood Drive West (scheduled for October 21, 2025) (District 3).

41-1206 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 550 Providence Park Drive East (scheduled for October 21, 2025) (District 6).

19. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Olivia Hammond

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-721-5277

Organization (if applicable) n/a

Mailing Address of Applicant 62 Westwood St Mobile, AL 36606

Telephone No. n/a E-mail address Olivia@royallagoonseafood.com

Location or address of event where amplification will be used:

The Bragg Mitchell - 1906 SpringHill Ave, Mobile, AL 36607

Date of Event: 11/1/25 Starting Time: 7:30 PM Ending Time 11:30 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Maura Mandyck

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (706) 201-1201

Organization (if applicable): Indivisible Mobile

Mailing Address of Applicant: 2756 Brevard Dr. Mobile, AL 36606

Telephone No.: (706) 201-1201 E-mail address: mbmandyck@gmail.com

Location or address of event where amplification will be used: Mardi Gras Park, 104-148 S Royal St, Mobile, AL 36602

Date of Event: 10/18/2025 Starting Time: 3:00 p.m. Ending Time: 4:30 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Political Rally

CITY CLERK'S OFFICE

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

Music containing obscene language or profanity is prohibited

MOBILE, AL

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

TU, SEP 9, PM 12:38 RCVD



CITY CLERK DEPARTMENT

2025 SEP .8 PM 12:12

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Name of Applicant: Raymond Mitchell
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 481-5892

Organization (if applicable) _____

Mailing Address of Applicant 561 Rickarby St Mobile AL 36606

Telephone No. (251) 481-5892 E-mail address tanjaneear@icloud.com

Location or address of event where amplification will be used:

9105 Elmira St mobile AL 36604

Date of Event: 10/31/2025 Starting Time: 5:00pm Ending Time 9:00pm

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

Type of Event: Halloween Gathering

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

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Name of Applicant: Ryne Murph

PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: 2514553731

Organization (if applicable) Mystics of Time Mardi Gras Society

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

Telephone No. 2514553731 E-mail address rynemurph@yahoo.com

Location or address of event where amplification will be used:

The Kennedy-Cox House, 607 Government St, Mobile, AL 36602

Date of Event: 12/31/2025 Starting Time: 0900 PM Ending Time 0100 AM

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

Type of Event: New Year's Eve Event (Please See Attached Addendum)

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

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Name of Applicant: E'laine K Henderson
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 251-490-8860

Organization (if applicable) The Child Advocacy Center

Mailing Address of Applicant 1351 Sprague Hill Ave. Mobile, AL 36604

Telephone No. 251-432-1101 E-mail address ehenderson@cacmobile.org

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: March 28 Starting Time: 10:00 Ending Time: 2:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: non Profit Fundraiser

Do you plan to sell alcohol at this event? YES ☒ NO ☐ we have beer available for a donation.

Music containing obscene language or profanity is prohibited

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CITY CLERK'S OFFICE

MOBILE, AL

WE, SEP 10, PM3:47 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Heather Humphries

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 2068 Venetia Rd.

Telephone No. _____ E-mail address onsiteautosolutions@gmail.com

Location or address of event where amplification will be used:

2068 Venetia Rd.

Date of Event: October 11, 2025 Starting Time: 7:00 p.m. Ending Time 12:00 a.m.

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

Type of Event: _____

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: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, September 10, 2025 10:31:11 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, September 10, 2025 10:28 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Lindsay Blankenship
Date To Address Council: 2025-09-16
Address: 1116 Sutherlin Court North, Mobile, AL 36609
Email: blankenship4@comcast.net
Phone: 251.454.6426
Subject And Specific Questions: Dedicated Dentist Day on October 11, 2025
Pertain To City Business: I would like to update members of the council and the community about this year's Dedicated Dentist Day scheduled for Saturday, October 11. This event is in it's 4th year and is free of charge.
Signature: Lindsay Blakenship
Signature Verify: X
Agree: X
Date Submitted: 2025-09-10 10:28:23

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

Gauthier, Lana

From: City Clerk
Sent: Thursday, September 11, 2025 1:23 PM
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, September 11, 2025 1:23 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Sabrina Mass
Date To Address Council: 2025-09-16
Address: 1050 Belvedere Circle West
Email: texast750@gmail.com
Phone: 251 656 4049
Subject And Specific Questions: Elections
Pertain To City Business: Taxpayer
Signature: Sabrina Mass
Signature Verify: X
Agree: X
Date Submitted: 2025-09-11 13:23:06

*process
concerns in the community.*

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



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Ordinance to adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII.
Vacant Structure Registry for Henry Aaron Loop

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Vacant Structure Registry 2025-09-04 - clean copy (tcl)

REVIEWERS:

Lana Gauthier

Lana Gauthier

ORDINANCE TO ADOPT CHAPTER 52 – REAL PROPERTY MAINTENANCE AND ENFORCEMENT ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

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

VACANT STRUCTURE REGISTRY

Sec. 52-200. Adoption.

There is hereby adopted a vacant structure registry code for the Henry Aaron Loop in the City of Mobile.

Sec. 52-201. Purpose.

- (a) The city has determined that uninspected and unmonitored vacant commercial structures in the Henry Aaron Loop (i) present a fire hazard; (ii) are often utilized by vagrants and transients (including drug abusers and traffickers) as dangerous and unsafe temporary shelters; (iii) detract from private and/or public efforts to rehabilitate or maintain surrounding buildings; and (iv) require additional regulation and services to protect the health, safety and welfare of the public.
- (b) Under this Article, Owners of vacant commercial structures in the Henry Aaron Loop must register such vacant structures with the city, pay a vacant structure registration fee as set forth herein, and otherwise conform to the requirements of this vacant structure code.
- (c) It is the intent of this Article that, through a registration, inspection, and monitoring process, and other improved public safety efforts, vacant commercial structures in the Henry Aaron Loop will be kept weathertight and secure from trespassers, will provide safe entry to police officers and firefighters in times of emergency, will not impede private and/or public efforts to rehabilitate or maintain surrounding properties, and will not otherwise present a public nuisance.
- (d) It is the city's further intent for the provisions of this Article to supplement Chapter 52 Article II, Abatement of Unsafe Buildings and Structural Nuisances, by placing the responsibility to register and maintain a vacant commercial structure on the Owner of the structure before a condition of the structure becomes unsafe or a public nuisance.

Sec. 52-202. Definitions.

- (a) For purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them as follows:

-
- (1) *Actively marketed*: A property is being "actively marketed" when its Owner is, in good faith, doing those things and performing those activities standard and effective in the industry necessary to sell or lease a structure, including, but not limited to, using the services of a realtor licensed in the State of Alabama, or advertising the availability of the structure for sale or lease.
 - (2) *Boarded*: A Vacant Structure shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window, in compliance with Mobile City Code, Section 52-1, Property Maintenance Code Boarding Methods.
 - (3) *Code official*: The city's code official, as defined in Section 52-22 of this Chapter, or his or her designee.
 - (4) *Commercial structure*: Any structure used or intended to be used to generate revenue. Commercial structures include structures leased to tenants who occupy the property for non-commercial uses such as residences or offices of non-profit organizations.
 - (5) *Director*: The City of Mobile official designated by the Mayor as the person to whom the Code Official reports, either directly or through the chain of command.
 - (6) *Henry Aaron Loop*: That geographic area within downtown Mobile bounded by Beauregard Street on the north, Water Street on the east, Canal Street on the south, and Broad Street on the west.
 - (7) *Occupy/occupied/occupies*: Any building or structure shall be deemed to be "occupied" if one or more persons conducts a lawful business or lawfully resides in the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same.
 - (8) *Open*: A Vacant Structure shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open, and/or closed but without a properly functioning lock to secure it; if one or more windows is broken or not capable of being locked and secured from intrusion; if any other opening in the structure allows entry into the structure by an unauthorized person; or any combination of the same.
 - (9) *Owner*: Any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the office of the judge of probate of the county, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the Mobile County Revenue Commissioner with the legal right to enter the property.
 - (10) *Square footage*: The gross interior floor area of the structure measured to the exterior face of perimeter walls, including basements and mezzanines, but excluding structured parking and unenclosed exterior areas.
 - (11) *Vacant Structure Registry*: The structure registry created pursuant to this Article, specifically by section 52-204(a).
 - (12) *Vacant Structure*: A commercial structure on a parcel of real property that either:

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- (A) Has, for a continuous period of at least six (6) months, lacked regular, lawful occupancy by persons entitled to be on the premises, excluding intermittent, token, or incidental presence not amounting to bona fide use; or
 - (B) Has had substantially all lawful business operations cease for at least six (6) months.

For purposes of this definition, if a discrete floor or other separately occupiable portion of a building has a current Certificate of Occupancy (CO) and is actively occupied, that occupied portion is not a Vacant Structure; however, any vacant portions of the building must be protected by fire-alarm systems that comply with Section 52-209(a)(5).

Sec. 52-203. Applicability, obligation to register, automatic registration, exemptions.

- (a) *Applicability and obligation to register.* Except as provided in subsection (c) below, this Article is applicable to all Vacant Structures and their Owners in the Henry Aaron Loop in the City of Mobile. It is the obligation of the Owner of any Vacant Structure to register it with the Code Official in accordance with the provisions of section 52-204. Registration shall be required for all Vacant Structures, whether vacant and secure, vacant and open or vacant and boarded. Vacant Structures shall be registered on or before 30 days after becoming a Vacant Structure, unless exempt under subsection (c) below. The registration of a Vacant Structure and the payment of registration fees do not exonerate the Owner, agent, or responsible party from compliance with any other building code or zoning requirement.
- (b) *Registration by Code Official.* When the Code Official has reason to believe a structure is a Vacant Structure that the Owner has failed to register, a notice will be posted on the subject structure stating that the Code Official has reason to believe that the structure is a Vacant Structure and directing the Owner to either (i) register the structure in accordance with the provisions of this Article or (ii) provide the Code Official evidence demonstrating that the structure is not a Vacant Structure. In addition to posting a notice on the suspected Vacant Structure, the Code Official shall, by certified mail; if undeliverable, by first-class mail; send a copy of the same notice to the Owner(s) of the property listed in the records of the Revenue Commissioner of Mobile County, or other records readily available to the City. If, 30 days after posting and mailing, the Owner has neither registered the property in the Vacant Structure Registry nor demonstrated to the satisfaction of the Code Official that the property is not a Vacant Structure, the Code Official shall add the structure to the Vacant Structure Registry using the information of record. In addition to all other fees, Owners of properties registered by the Code Official under this section shall owe a failure to register fee under Section 52-204 (d) (4).
- (c) *Exemptions.* The following are exempt from the requirements of this Article:
 - (1) Any building owned by the city, county, state, or federal government.
 - (2) Buildings under construction or property that, in the reasonable discretion of the Code Official, is being actively renovated or rehabilitated; provided, this exemption shall be available for no more than 18 months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.
 - (3) Actively Marketed Vacant Structures; provided, this exemption shall be available for no more than six (6)

months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.

- (4) Vacant Structures that are vacant due to fire damage or damage caused by an extreme weather event; provided, this exemption shall be available for no more than six (6) months following the fire or extreme weather event, unless the City Council by resolution extends the exemption period due to a major disaster affecting numerous properties in the Henry Aaron Loop.
- (5) Actively Marketed commercial structures in the Henry Aaron Loop purchased through an arm's length transaction for up to twelve (12) months following the date on which the purchase closes.
- (6) Mixed-Occupancy Buildings. A building containing one or more Vacant Areas is not required to register under this Article if: (i) at least one discrete area of the building holds a current Certificate of Occupancy (CO) and is actively occupied; and (ii) all Vacant Areas comply with §52-209(a)(5), provided that the occupied area constitutes at least twenty percent (20%) of the building's gross leasable floor area or ten thousand (10,000) square feet, whichever is less.

Sec. 52-204. Registry, registration information, amending information, fees, dedicated account, publication.

- (a) *Registry created.* The Vacant Structure Registry is hereby created. The Code Official is hereby authorized to create, compile, monitor and enforce the Vacant Structure Registry. The city finance department is authorized to aid and assist the Code Official with the administration and collection of fees and other matters related to this Article.
- (b) *Registration information.* Owners of property(ies) on which one or more Vacant Structures are located shall register the same with the city on a form supplied by the city. The registration form will require the following information, at a minimum:
 - (1) The street address of the Vacant Structure(s);
 - (2) The type of Vacant Structure(s);
 - (3) The square footage for each Vacant Structure;
 - (4) The name, residence address, business address, email address, telephone number, and mobile telephone number of all Owners of the Vacant Structure;
 - (5) The name, address, e-mail address, telephone number, and mobile telephone number, of all persons authorized to make or order repairs or services for the Vacant Structure;
 - (6) If an Owner resides or is domiciled outside the city, the name, address, e-mail address, mobile number and telephone number of a person located within the city who is designated to accept legal notices or service of process on matters concerning the Vacant Structure;
 - (7) If the Owner is a corporation or a limited liability company, the name(s), address(es), and telephone

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- number(s) of an officer or agent of the corporation or limited liability company designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;
- (8) If the Owner is an estate, the name, address and telephone number of the executor of the estate;
 - (9) If the Owner is a trust, the name, address and telephone number of the trustee(s) designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;
 - (10) If the Owner is a partnership, the names, addresses and telephone number of all partners with an interest of ten percent or greater;
 - (11) If the Owner is any other form of unincorporated association, the names addresses and telephone numbers of all principals with an interest of ten percent or greater;
 - (12) Proof of a liability insurance policy in force for protection against damage to persons and property, so as to ensure that the purposes of this Article are met;
 - (13) Proof of a fire protection system(s) maintained and monitored in accordance with the International Fire Code 2021 Edition Section 901.6, as currently enacted or as hereafter amended.
 - (14) Proof of a plumbing system that either complies with city plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.
 - (15) The Owner's plan for maintenance and repair of the Vacant Structure(s), including the time within which the Owner anticipates completion of all repairs necessary to bring the Vacant Structure(s) into compliance with the city building code.
- (c) *Amending information.* If the registration information collected in accordance with this section changes or becomes inaccurate during any calendar year, it is the responsibility of the Owner, responsible party or agent for the same to contact the Code Official within 30 days of the occurrence of such change and advise the city of those changes in writing.
- (d) *Fees.* There shall be a fee for each Vacant Structure subject to registration on the Vacant Structure Registry. The fees shall be remitted to the Code Official for deposit into a dedicated fund as defined in paragraph (e) below, as follows:
- (1) For commercial structures used as residences with one to three units;
 - (i) For the first year, \$250.
 - (ii) For the second year, \$500.
 - (iii) For the third year, \$750.
 - (iv) For each subsequent year, \$1,000.
 - (2) For commercial structures used as residences with four to six units, and mixed commercial use and residential use of two to three residential units;
 - (i) For the first year, \$500.
 - (ii) For the second year, \$1,000.

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- (iii) For the third year, \$1,500.
 - (iv) For each subsequent year, \$2,000.
 - (3) For commercial structures used as residences with seven or greater units, and mixed commercial use and residential use with four or greater units:
 - (i) For the first year, \$1,000.
 - (ii) For the second year, \$2,000.
 - (iii) For the third year, \$3,000.
 - (iv) For each subsequent year, \$4,000.
 - (4) For commercial structures without any residential units, the greater of:
 - (i) For the first year, \$1,000 or \$0.05 per square foot.
 - (ii) For the second year, \$2,000 or \$0.10 per square foot.
 - (iii) For the third year, \$3,000 or \$0.15 per square foot.
 - (iv) For each subsequent year, \$4,000 or \$0.20 per square foot.
 - (5) In addition to the above registration fees, for Vacant Structures that are registered by the Code Official under Section 52-203 (b), a failure to register fee of \$500.00.
 - (6) The Vacant Structure shall be registered prior to the issuance of any building permits for that structure, except for a demolition permit.
 - (e) *Dedicated account.* All fees collected pursuant to this Article shall be deposited into a fund known as the Vacant Structures Registry Fund and shall be appropriated to the city's Tax Increment Finance District 1 Fund, and therefore used solely to repair, rehabilitate or stabilize Vacant Structures, to administer this Article, in an effort to support economic development, property rehabilitation and blight reduction in the Henry Aaron Loop. All amounts remaining in the Vacant Structures Registry Fund at the end of the fiscal year shall not lapse but shall retain their dedication to the purposes of the Fund.
 - (f) *Publication.* The city may, from time to time and in its reasonable discretion, publish or disclose certain information contained in the Vacant Structure Registry, including, but not limited to:
 - (1) General demographic information about Vacant Structures registered on the Vacant Structure- Registry;
 - (2) The address of Vacant Structures on the Vacant Structure Registry;
 - (3) The Owners of each Vacant Structure;
 - (4) The amount of time any Vacant Structure has been on the Vacant Structure Registry; and
 - (5) The amount of any delinquent fees due under this Article, or otherwise due to the city for any Vacant Structure.

The City shall not publish personal telephone numbers, personal e-mail addresses, individual residential mailing addresses, or other information protected from disclosure by law of natural-person Owners listed on the Vacant Structure Registry.

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- (g) *Changes in ownership.* A change in ownership of a Vacant Structure shall not remove the Vacant Structure from the Vacant Properties Registry or from complying with the requirements of this Article, nor shall it restart the period of exemption in subdivision (3), or (5), subsection (c) of section 52-203 of this Code. Fees arising under this article shall continue to accrue at the applicable rate until the structure either no longer constitutes a Vacant Structure or qualifies for an exemption, all transfers of ownership notwithstanding. All fees arising under this article shall run with the property and failure to pay such fees may result in the city filing a lien that attaches to the property. Such liens shall be municipal code liens enforceable in rem pursuant to Ala. Code §§ 11-40-62 through 11-40-69.

Sec. 52-205. Right of appeal.

- (a) *Request for reconsideration.* The Owner shall have the right to request reconsideration by the Director of (i) the imposition of the registration fees imposed by this Article and/or (ii) the designation of a building as a Vacant Structure, by filing a request for reconsideration in writing to the Director no later than 15 calendar days after the date of the notice to the Owner that a property has been placed on the Vacant Structure Registry pursuant to section 52-203(b) or that fees are due under this Article. On the request for reconsideration, the Owner shall bear the burden of providing satisfactory proof that the building is occupied, that the building is not a Vacant Structure, or that the building is a Vacant Structure but exempt from registration.
- (b) *Director's determination.* Within 30 days, or as soon thereafter as is practicable, after the Director receives a request for reconsideration pursuant to section 52-205(a) above, the Director will contact the Owner(s) and afford them the opportunity to meet in person or virtually to present their request for reconsideration. Within 30 days, or as soon thereafter as is practicable after consideration of all information provided by the Owner, the Director shall grant or deny the request in writing and provide the Owner with a copy of the decision.
- (c) *Appeal of Director's decision.* If the Owner receives an unfavorable decision from the Director, the Owner may appeal that decision to the City Council for review at a public hearing, which may be conducted during a regularly scheduled City Council meeting. Within 15 days following the date of the notice of the Director's decision, an Owner may file a written appeal with the City Clerk, indicating the portion of the decision he or she claims is inaccurate or incorrect. As soon as practicable after receiving the appeal, the City Clerk will request a copy of the record from the Director and, following receipt of the record, will schedule a public hearing to consider the appeal. Notice of the public hearing shall be provided to the Owner who shall be afforded the opportunity to appear in person and be heard. As soon as practicable after conclusion of the public hearing, the City Council will determine whether the decision of the Director properly applied the provisions of this Article and will affirm the decision if it finds that the Director properly applied the provisions of this Article and the decision is supported by substantial evidence.
- (d) An Owner may appeal a decision of the City Council made pursuant to section 52-205(c) above, within thirty (30) days of its issuance to the Circuit Court of Mobile County.

Sec. 52-206. Penalties for Violations of this Article.

The failure or refusal of any Owner to register a Vacant Structure as required by this Article, knowingly providing false information or withholding information required to be provided by the registration requirements, or failure to comply with any of the provisions of this Article shall constitute a misdemeanor

offense, punishable upon conviction thereof by a fine of up to \$500, imprisonment for a period not to exceed six (6) months, and other penalties in accordance with Chapter 1 Article II of the Mobile City Code for each violation. Each month that an Owner knowingly fails or refuses to register a vacant structure as required by this Article shall be a separate violation. Criminal enforcement under this section is reserved for willful or repeated violations; nonpayment of fees may be pursued through civil remedies, including liens, under Section 52-208.

Sec. 52-207. Inspections, monitoring, corrective action.

- (a) At the time of registration, or at any time thereafter, the Code Official shall determine whether an inspection of a Vacant Structure is necessary to identify any conditions that present a threat to public safety.
- (b) The Code Official is authorized to conduct inspections of structures on the Vacant Structure Registry, and, to the extent feasible under the circumstances to take reasonable steps to ensure the structure (i) complies with the security and maintenance regulations for Vacant Structures in Section 52-209; (ii) is being kept weathertight and secure from trespassers; (iii) provides for safe entry to police officers and firefighters in times of emergency, (iv) does not impede private and/or public efforts to rehabilitate or maintain surrounding properties; (v) and does not present a public hazard. Inspection may be a visual inspection of the exterior of the vacant structure by the Code Official or his/her designee.
- (c) If the Code Official determines that an internal inspection is necessary, he/she will make a reasonable effort to locate the owner, the owner's authorized agent, or other person having charge or control of the structure (herein referred to collectively as the "Owner") and request entry. If the Owner fails or refuses to grant entry, the Code Official shall have recourse to the remedies provided by law to secure entry.
- (d) Any corrective action required to abate unsafe buildings and structural nuisances shall proceed under Article II of this Chapter 52.

Sec. 52-208. Non-payment; collection; municipal code liens.

- (a) Personal obligation; civil action. Except for Owners who have properly perfected an appeal under §52-205, any registration, renewal, or other non-penalty fee due under §52-204 constitutes a debt due to the City. The City may commence a civil action to collect any unpaid amount. Nothing herein limits the City's ability to assess late charges authorized by this Article.
- (b) Municipal code liens (civil penalties; enforcement/abatement costs). In lieu of, or in addition to, a civil action, the City may, upon nonpayment, record a Notice of Municipal Code Lien against the real property for any civil penalty imposed under this Article and any enforcement or abatement costs incurred to secure, inspect, re-inspect, board, clean, or otherwise remedy violations of this Article, consistent with Ala. Code §§11-40-62 through 11-40-69. Such municipal code liens do not include routine registration or renewal fees.
- (c) Recording; interest; priority; owner-occupied exclusion. Upon recordation in the Office of the Judge of Probate, a municipal code lien shall bear interest at seven and one-half percent (7.5%) per annum from the date of filing and shall be superior to all liens except tax liens, as provided in Ala. Code §§11-40-62(4) and 11-40-63(b). Owner-occupied real property is excluded from in-rem enforcement as provided in §11-40-63(a).

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- (d) Notice of nonpayment. Prior to recording a municipal code lien or filing suit, the City shall provide written notice by certified mail to the Owner at the address of record; if undeliverable, the City may provide notice by first-class mail and posting a conspicuous notice on the structure.
 - (e) Foreclosure of municipal code liens. Municipal code liens may be enforced by judicial in-rem foreclosure pursuant to Ala. Code §§11-40-64 through 11-40-69 and City Code §52-139.
 - (f) Other lien authorities unaffected. This section does not limit the City's authority to assess and enforce assessment liens arising from unsafe structure abatement under Ala. Code §11-53B-1 et seq. or weed liens under Ala. Code §11-67-1 et seq., when those statutes are invoked.

Sec. 52-209. Vacant structure security and maintenance regulations.

- (a) It shall be the responsibility of the Owner of a Vacant Structure to ensure the following:
 - (1) Vacant Structures shall be secured so as not to be accessible to unauthorized persons. Securing of Vacant Structures includes, but is not limited to, closing and locking windows, doors, walk-through, sliding, and garage doors/gates, and any other opening that may allow access to the interior of the property and/or structures. In the case of broken windows securing means re-glazing or boarding the windows.
 - (2) The Owner shall ensure that the property on which the structure is located is continuously in compliance with the requirements of this Article and all applicable provisions of the city's building code.
 - (3) The Owner of a Vacant Structure shall perform or provide for the performance of periodic maintenance, including but not limited to grass cutting or leaf removal on a timely basis.
 - (4) The Owner shall maintain a policy of liability insurance with coverage for not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate protecting against injury or damage to person or property arising from the Vacant Structure and shall provide the Code Official proof of insurance upon request.
 - (5) The Owner shall ensure that the Vacant Structure is at all times protected by a fire alarm system(s) that detects fires, transmits alarm signals to the public safety answering point (PSAP) via a UL-listed central station and is continuously monitored, maintained, and inspected as required by the International Fire Code 2021 Edition Section 901.6 and NFPA 72, as currently enacted or as hereafter amended. The system shall be supported by a dedicated power source. If the power source is electricity, it must comply with the city's electrical code.
 - (6) The Owner shall ensure that the Vacant Structure has a plumbing system that either complies with the city's plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.
 - (7) The Owner shall install and maintain a Knox Box, type and mounting location as required by the Fire Code Official.
 - (8) The Owner shall ensure that the Vacant Structure and surrounding property have exterior lighting as required by the Code Official.

Sec. 52-210. Relation to other codes and laws.

It is to be understood that the intent and purpose of this Article are separate and distinct from other parts and sections of this City Code and the general laws of the State of Alabama which may also be applicable. The provisions of this Article are applicable to the Owners of such Vacant Structures as set forth herein and are in addition to and not in lieu of all other applicable provisions of this City Code. Where a condition constitutes an unsafe building or structural nuisance under Article II of this Chapter, enforcement, abatement, and cost recovery shall proceed under Article II; this Article addresses registration, inspection, and monitoring of vacant structures before such conditions arise or in parallel where appropriate.

Sec. 52-211. Severability.

The provisions of this Article VIII are severable. If any part of this article is held to be invalid by a court of competent jurisdiction, the remaining provisions of this chapter and of this article shall remain in full force and effect.

Sec. 52-212. Effective Date

This Article shall be effective the first day of the first month commencing six (6) months following its adoption.

Sec. 52-213. Review.

Within twenty-four (24) months after the effective date of this Article, the Director shall report to the City Council on compliance, costs, and outcomes in the Henry Aaron Loop and recommend whether to (i) continue, (ii) modify, or (iii) expand the program citywide.

ADOPTED:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";

3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

45NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planning Approval that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **Planning Approval to allow the expansion of a private school athletic complex**. If approved, the Major Modification will allow the expansion of a private school athletic complex, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

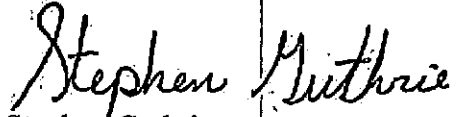
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

AMENDED

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$467.40**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

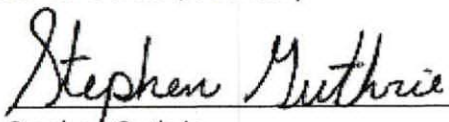
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.



2nd PA
Revised 6/26/25
Legal description
Page 36 of 978

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH $89^{\circ}36'$ EAST, 1322.92 FEET; THENCE RUN SOUTH $00^{\circ}32'$ EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH $00^{\circ}32'$ EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH $74^{\circ}09'49''$ WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH $00^{\circ}32'$ WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH $89^{\circ}36'48''$ EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

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LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

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

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

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

April 21, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

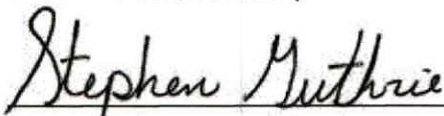
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard

MOD-003287-2025

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)

District 5

Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

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



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:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, Mobile, AL 36608

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD

16.12 Acres

Property Address

Property Area (acres or square feet)

R02280725300003.000

Parcel Number(s) or Key Number(s)

B-1

N/A

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

Owner Signature

Date

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

Applicant or Agent Signature (if applicable)

Date

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

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

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

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

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

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

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major Master Plan modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

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

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

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

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

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

6. Please provide the following information:

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

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

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

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:

Daytime Hours Only (Dawn to Dusk)

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

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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

The proposed fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex Master Plan Modification

Address 3720 Michael BLVD, Mobile, AL 36609

Owner McGill - Toolen Catholic High School

Address 1501 Old Shell Road, Mobile, Alabama

Zip Code 36604

Phone 251-461-2130

Fax _____

Email wilsoncl@mcgill-toolen.org

Authorized Agent Eric Adams, PE

Address 3901 Springhill Ave, Mobile, AL

Zip Code 36608

Phone 251-344-7073

Fax _____

Email eadams@cglengineers.com

Contractor TBD

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Civil Engineer Eric Adams, PE

Address 3901 Springhill Avenue, Mobile, AL

Zip Code 36608

Phone 251-344-7073

Fax _____

Email eadams@cglengineers.com

Architect Marty Reid

Address 3901 Springhill Ave, Mobile, AL

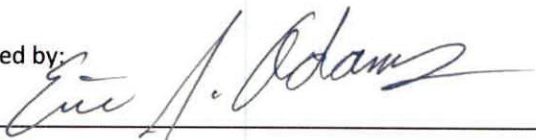
Zip Code 36608

Phone 251-344-7073

Fax _____

Email mreid@cglengineers.com

Submitted by:



Eric J. Adams

Signature

Print

3/17/2025

Representative

Date

Affiliation to project/Organization



March 13, 2025

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,

Reverend Bry Shields
President
McGill-Toolen High School



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major PLA modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

OMNI JOINT VENTURE AN ALABAMA
GENERAL PARTNERSHIP
3742 PROFESSIONAL PKWY
MOBILE, AL 36609

SPAFFORD GORDON L
20933 COUNTY RD 49
SILVERHILL, AL 36576

FIRST ASSEMBLY OF GOD OF
1251 MONTROSE ST
MOBILE, AL 36605

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL C/O LISA B HANSEN GENERAL
COUNSE
356 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL
1501 OLD SHELL RD
MOBILE, AL 36604

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

MOBILE CITY OF THE
P O BOX 1827
MOBILE, AL 36633

GULF HEALTH PROPERTIES INC
P O BOX 2226
MOBILE, AL 36652

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

CRUM CHANTEL M
3650 N HERITAGE DR
MOBILE, AL 36609

A & D PROPERTIES LLC
8781 THREE NOTCH RD
MOBILE, AL 36619

BUI HIEP VAN AND LINDA LA
REVOCABLE TRUST
13212 BOWEN ST
GARDEN GROVE, CA 92843

KING EMANUEL JR
3901 HIGGINS RD
MOBILE, AL 36619

DEMINGS WILLIE G
3628 HERITAGE DR N
MOBILE, AL 36609

THOMAS CHESTER
3622 HERITAGE DR N
MOBILE, AL 36609

LEE TRACY E
3618 HERITAGE DR N
MOBILE, AL 36609

BUTLER DENNIS J JR & SANDRETTA M
3620 HERITAGE DR N
MOBILE, AL 36609

NGUYEN LAN PHUONG
6063 SOUTHBEND DR S
MOBILE, AL 36619

MCGEE CHERYL E
3656 HERITAGE DR N
MOBILE, AL 36609

GIBBS ANGLEA
3750 HERITAGE DR N
MOBILE, AL 36609

ANDERSON KENNETH W & REBECCA S
ANDERSON
3614 HERITAGE DR N
MOBILE, AL 36609

KAMMER ANDREW
3752 HERITAGE DR N
MOBILE, AL 36609

JWO INVESTMENTS LLC
3755 PROFESSIONAL PKWY STE B
MOBILE, AL 36609

GRAYSON REESE & AMANDA GRAYSON
3612 HERITAGE DR N
MOBILE, AL 36609

MARSHALL KEYSHA R & JIMMIE
3754 HERITAGE DR N
MOBILE, AL 36609

BARDOS EFREN B
3610 HERITAGE DR NORTH
MOBILE, AL 36609

CRESCENT PROPERTIES LLC
7691 ROCKSTONE LN S
MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

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

[Applicant Materials for Consideration – Sidewalk Waiver](#)

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

Report Contents:

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Site History	3
Staff Comments	3
Modification Considerations	6
Sidewalk Waiver Considerations	7
Exhibits	9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025	 NTS
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School			
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver			

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

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. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. 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.
6. 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.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

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. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. 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.
6. 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.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

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 commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

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

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

The Mobile City Council adopted a "Complete Streets" policy on May 31, 2011. The purpose of the Complete Streets Policy is to support the design and construction of streets to enable safe access to all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities.

Sidewalks are encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

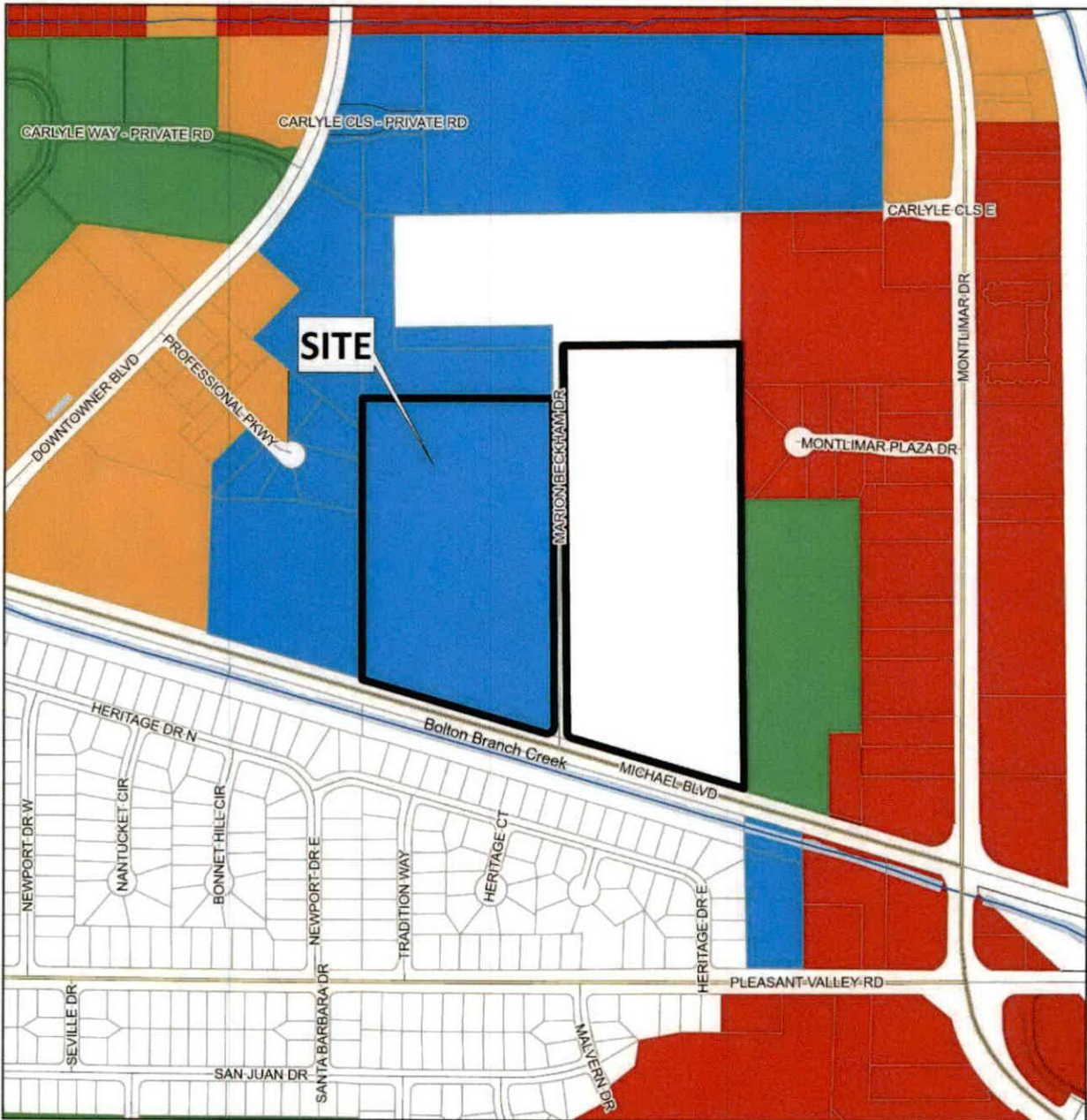
Considerations:

In rendering a decision, the Planning Commission should evaluate the following factors:

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

8

LOCATOR ZONING MAP



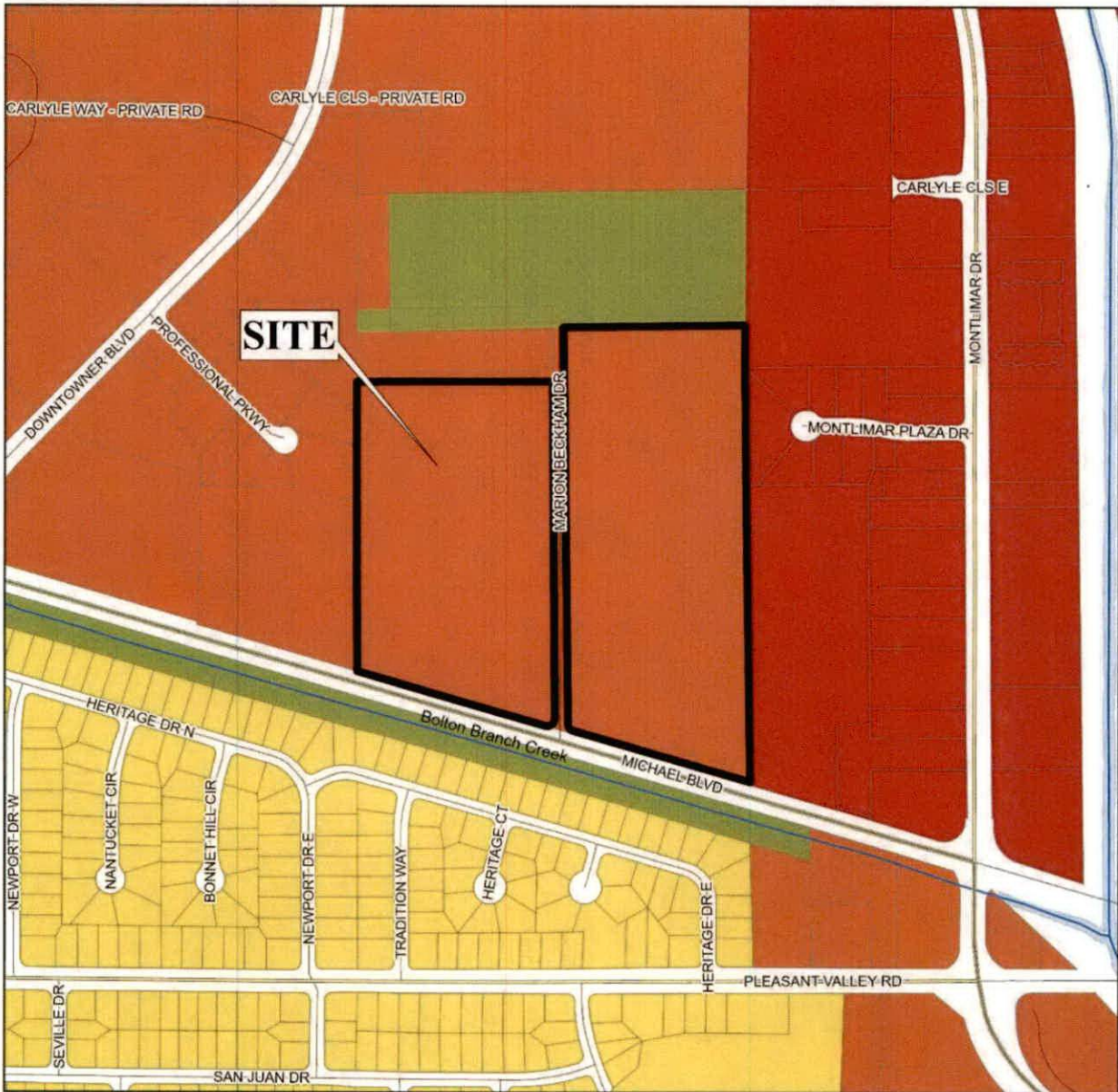
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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 | |



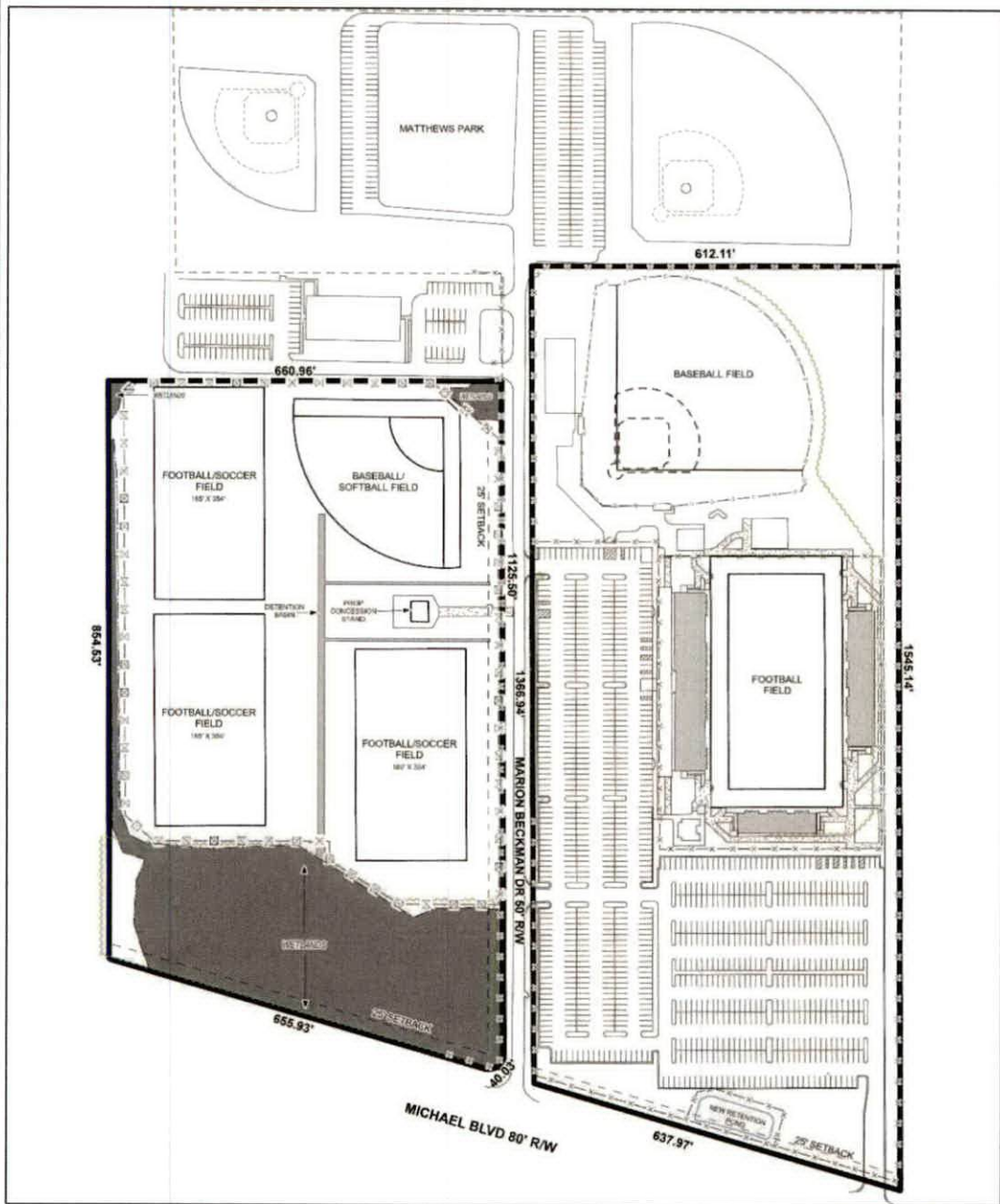
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APPLICATION NUMBER 13 DATE April 17, 2025

REQUEST PA Modification, PUD Modification, Sidewalk Waiver

N
NTS

SITE PLAN

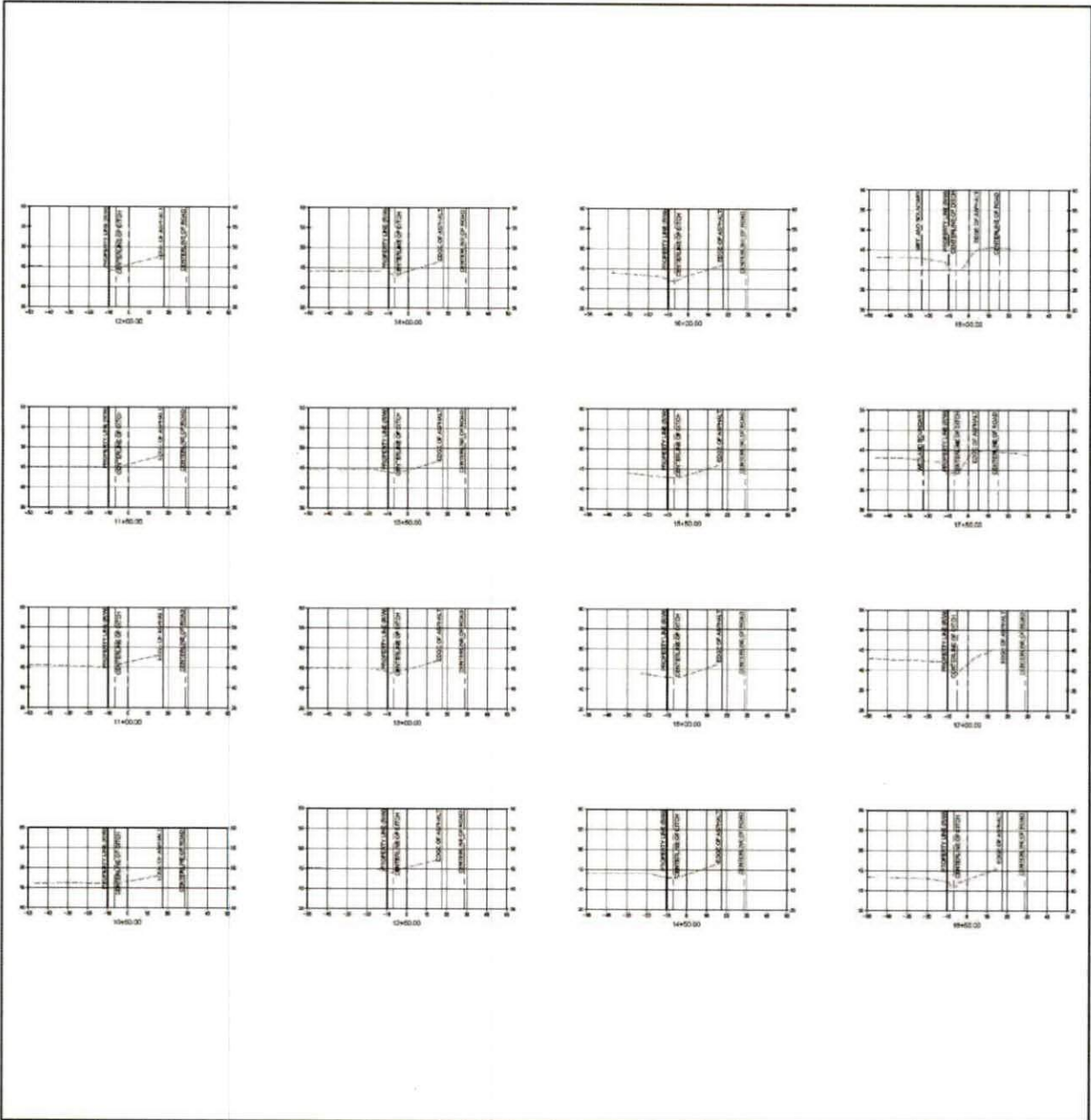


The site plan illustrates the existing wetlands, drives, parking, and proposed recreational facilities.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		



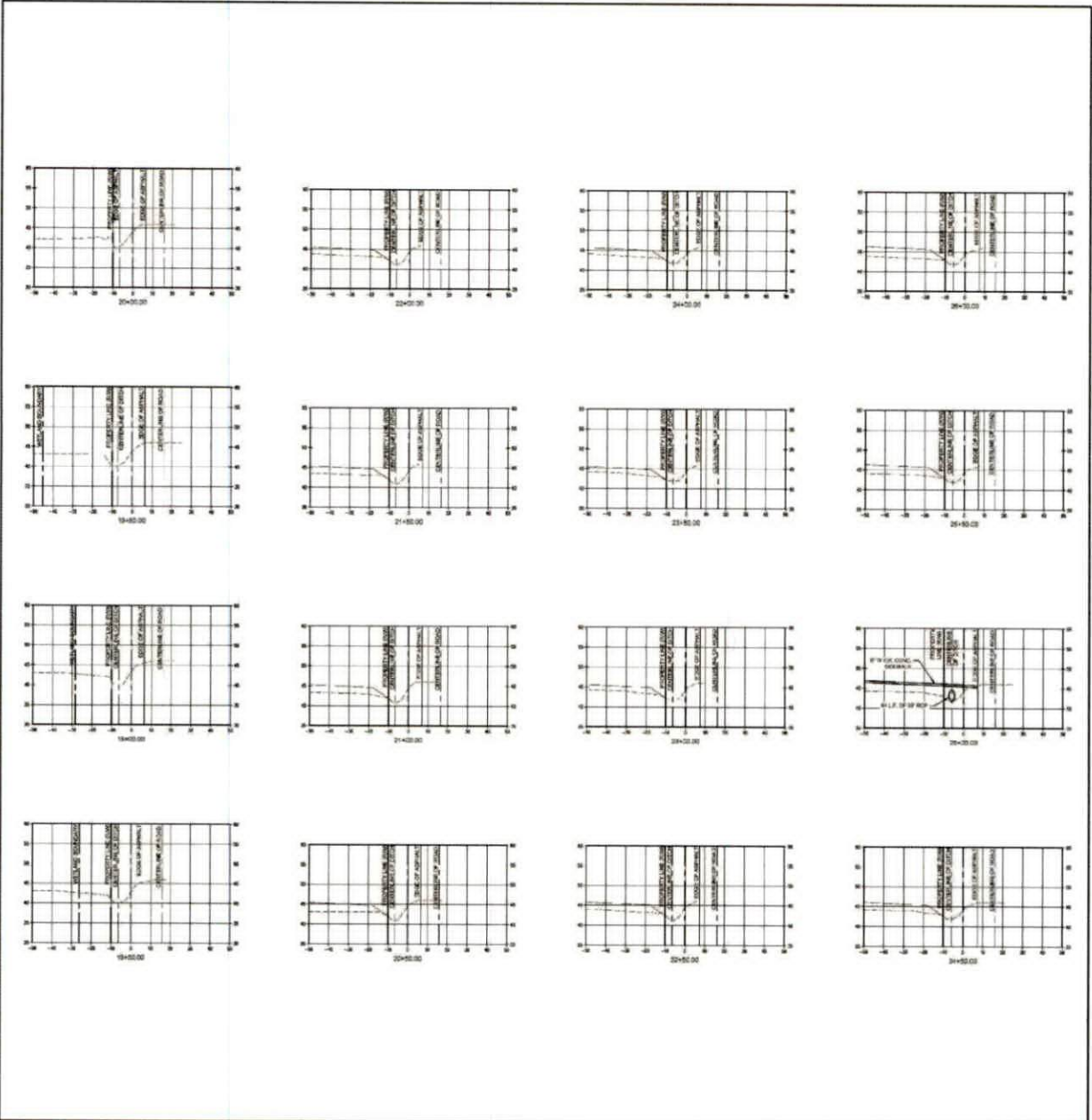
DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



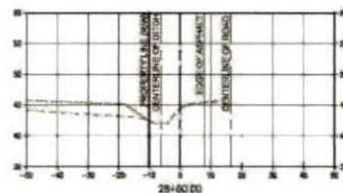
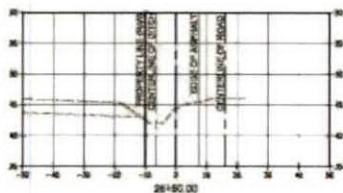
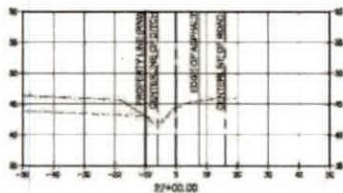
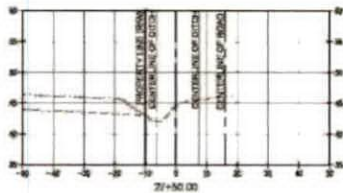
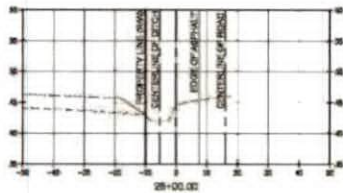
DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planned Unit Development to allow the expansion of an existing stadium complex with multiple buildings on a single building site for the property located at 3610 and 3720 Michael Boulevard.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;

2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **PUD to allow the expansion of an existing stadium complex with multiple buildings on a single building site**. If approved, the Major Modification will allow the expansion of an existing stadium complex with multiple buildings on a single building site, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

- 1. Removal of references to off-site parking at the YMCA and Matthews Park;
- 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
- 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
- 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
- 6. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer,
Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

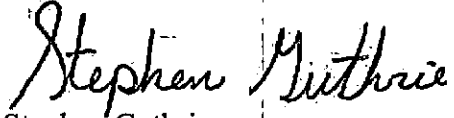
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow the expansion of an existing stadium complex with multiple buildings on a single building site, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie". The signature is written in dark ink and is positioned above the printed name and title.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

AMENDED

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

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

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

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

June 27, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$477.66**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

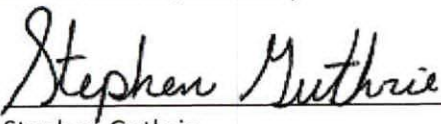
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

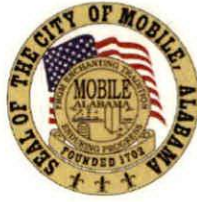
LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

PUD

Revised 6/26/23

Legal Description Page 79 of 978



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

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

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

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

April 21, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

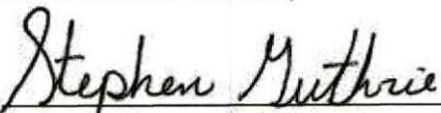
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer,
Latham & Associates, Inc., Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the
expansion of an existing stadium complex with multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

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



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:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, Mobile, AL 36608

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD	16.12 Acres
Property Address R02280725300003.000	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) B-1	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

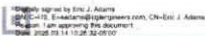
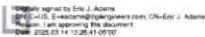
This requirement applies to any of the following applications:

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

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

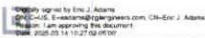
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information 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.

Eric J. Adams		March 14, 2025
Owner Signature		Date
Eric J. Adams		March 14, 2025
Applicant or Agent Signature (if applicable)		Date

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

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

Eric J. Adams		March 14, 2025
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

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

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

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

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

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

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

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

☒ Yes ☐ No

6. Please provide the following information:

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

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

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

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:

Daytime Hours Only (Dawn to Dusk)

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

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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

The proposed fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex PUD Modification
Address 3720 Michael BLVD, Mobile, AL 36609

Owner McGill - Toolen Catholic High School
Address 1501 Old Shell Road, Mobile, Alabama Zip Code 36604
Phone 251-461-2130 Fax _____ Email wilsoncl@mcgill-toolen.org

Authorized Agent Eric Adams, PE
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Eric Adams, PE
Address 3901 Springhill Avenue, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Architect Marty Reid
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email mreid@cglengineers.com

Submitted by: 
Signature Eric J. Adams Print
3/14/2025 Date Representative
Date Affiliation to project/Organization

March 13, 2025

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,



Reverend Bry Shields
President
McGill-Toolen High School

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

OMNI JOINT VENTURE AN ALABAMA
GENERAL PARTNERSHIP
3742 PROFESSIONAL PKWY
MOBILE, AL 36609

SPAFFORD GORDON L
20933 COUNTY RD 49
SILVERHILL, AL 36576

FIRST ASSEMBLY OF GOD OF
1251 MONTROSE ST
MOBILE, AL 36605

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL C/O LISA B HANSEN GENERAL
COUNSE
356 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL
1501 OLD SHELL RD
MOBILE, AL 36604

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

MOBILE CITY OF THE
P O BOX 1827
MOBILE, AL 36633

GULF HEALTH PROPERTIES INC
P O BOX 2226
MOBILE, AL 36652

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

CRUM CHANTEL M
3650 N HERITAGE DR
MOBILE, AL 36609

A & D PROPERTIES LLC
8781 THREE NOTCH RD
MOBILE, AL 36619

BUI HIEP VAN AND LINDA LA
REVOCABLE TRUST
13212 BOWEN ST
GARDEN GROVE, CA 92843

KING EMANUEL JR
3901 HIGGINS RD
MOBILE, AL 36619

DEMINGS WILLIE G
3628 HERITAGE DR N
MOBILE, AL 36609

THOMAS CHESTER
3622 HERITAGE DR N
MOBILE, AL 36609

LEE TRACY E
3618 HERITAGE DR N
MOBILE, AL 36609

BUTLER DENNIS J JR & SANDRETTA M
3620 HERITAGE DR N
MOBILE, AL 36609

NGUYEN LAN PHUONG
6063 SOUTHBEND DR S
MOBILE, AL 36619

MC GEE CHERYL E
3656 HERITAGE DR N
MOBILE, AL 36609

GIBBS ANGLEA
3750 HERITAGE DR N
MOBILE, AL 36609

ANDERSON KENNETH W & REBECCA S
ANDERSON
3614 HERITAGE DR N
MOBILE, AL 36609

KAMMER ANDREW
3752 HERITAGE DR N
MOBILE, AL 36609

JWO INVESTMENTS LLC
3755 PROFESSIONAL PKWY STE B
MOBILE, AL 36609

GRAYSON REESE & AMANDA GRAYSON
3612 HERITAGE DR N
MOBILE, AL 36609

MARSHALL KEYSHA R & JIMMIE
3754 HERITAGE DR N
MOBILE, AL 36609

BARDOS EFREN B
3610 HERITAGE DR NORTH
MOBILE, AL 36609

CRESCENT PROPERTIES LLC
7691 ROCKSTONE LN S
MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

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

[Applicant Materials for Consideration – Sidewalk Waiver](#)

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

Report Contents:

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Staff Comments	3
Modification Considerations	6
Sidewalk Waiver Considerations	7
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		


 NTS

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

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. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. 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.
6. 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.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

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. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. 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.
6. 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.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

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 commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

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

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

The Mobile City Council adopted a "Complete Streets" policy on May 31, 2011. The purpose of the Complete Streets Policy is to support the design and construction of streets to enable safe access to all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities.

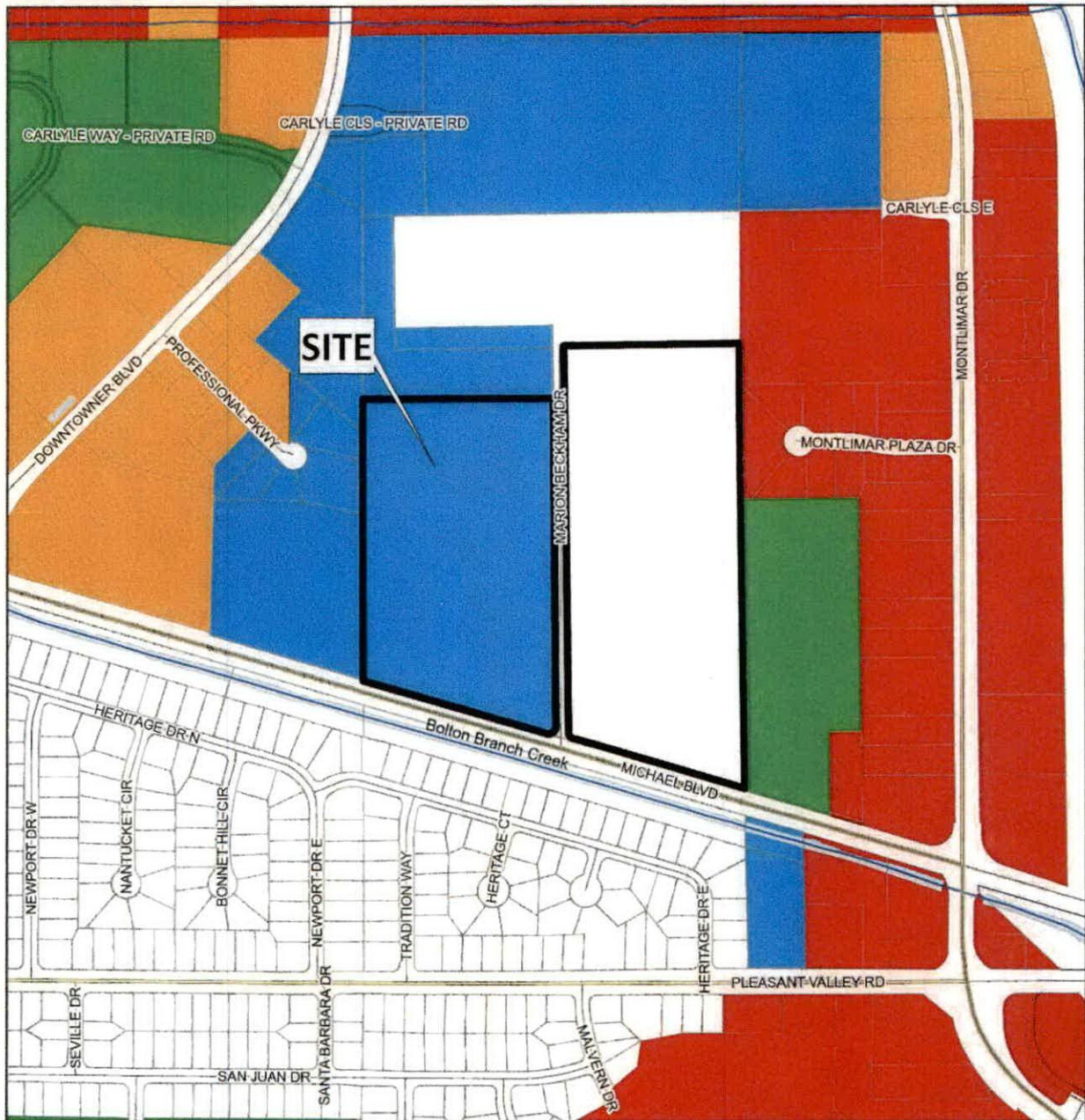
Sidewalks are encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

Considerations:

In rendering a decision, the Planning Commission should evaluate the following factors:

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

LOCATOR ZONING MAP



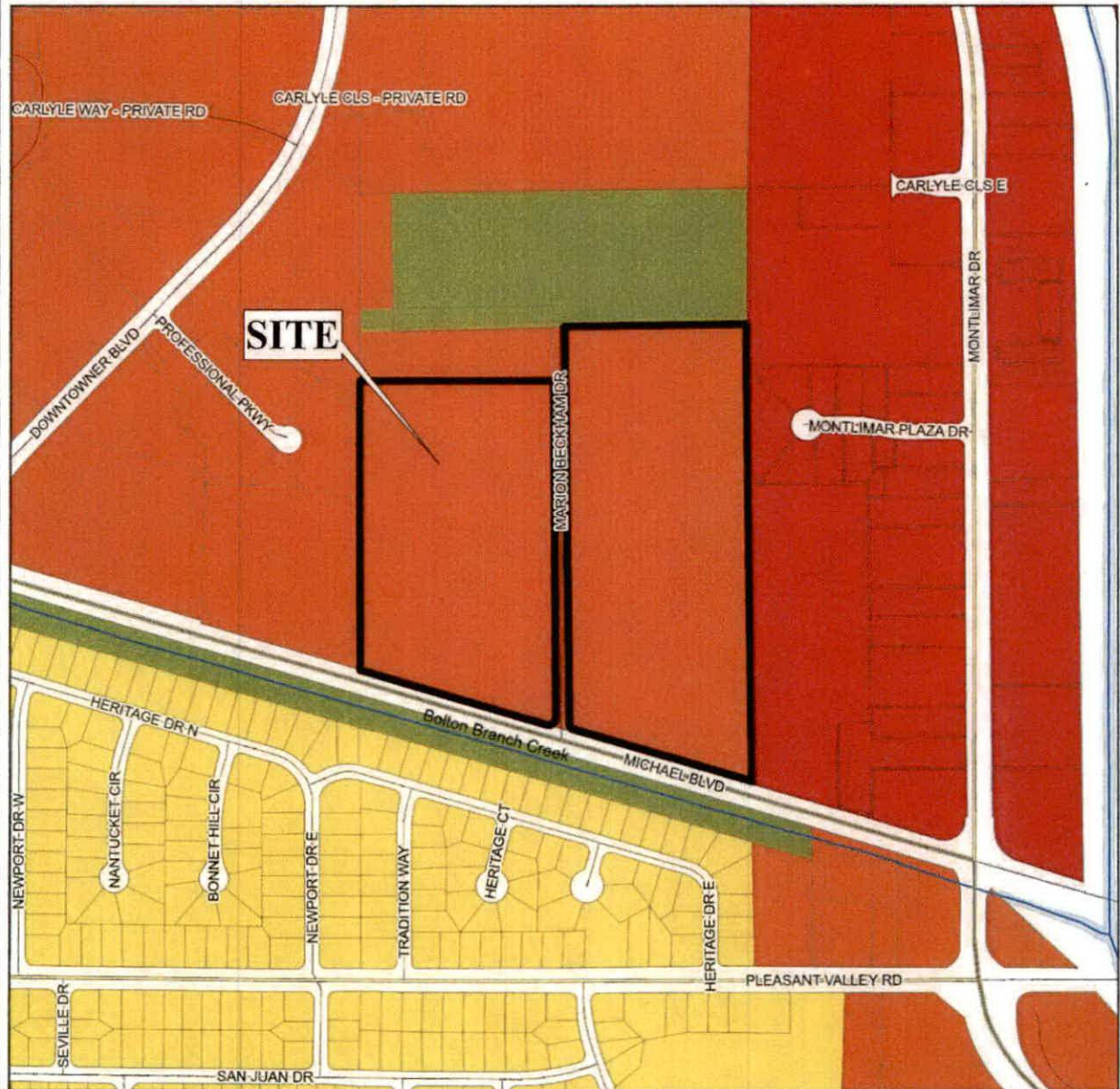
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

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	

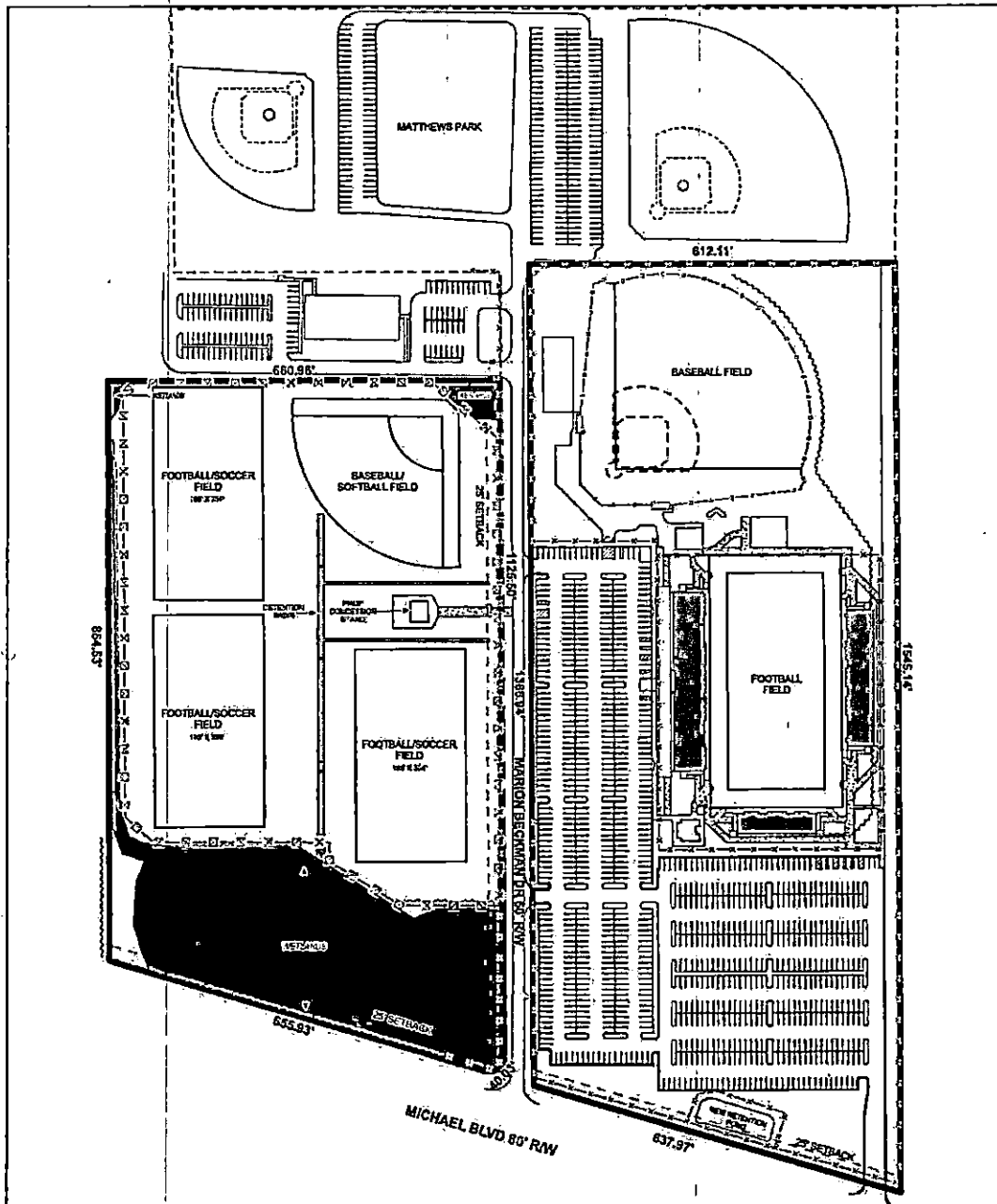


The map shows a large blue area labeled "SITE" with an arrow pointing to it. This area is bordered by "MARION BECKHAM DR" to the east and "MICHAEL BLVD" to the south. To the west of the "SITE" are several smaller areas labeled "CLEANING SVC", "RETAIL SALON", "FIN SVC", "OFFICE", "MED OFFICE", "VAC LAND", "CHURCH", "DAYCARE", and "REC FIELD". To the east of the "SITE" is a large white area labeled "MCGILL TOOLEN RECREATION FACILITIES". To the south of the "SITE" is a large green area labeled "APTS" (apartments) and "VAC LAND". To the west of the "SITE" is a large red area labeled "MISCELLANEOUS OFFICES", "RETAIL", "MED OFFICE", "AUTO REPAIR", "SUPPLY CO", "CONV STORE", and "VAC LAND". The map also shows "Bolton Branch Creek" running along the bottom edge and "HERITAGE DR N" running along the bottom edge. The map is color-coded: blue for the "SITE", green for residential areas, and red for commercial/industrial areas.

APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

N
NTS

SITE PLAN

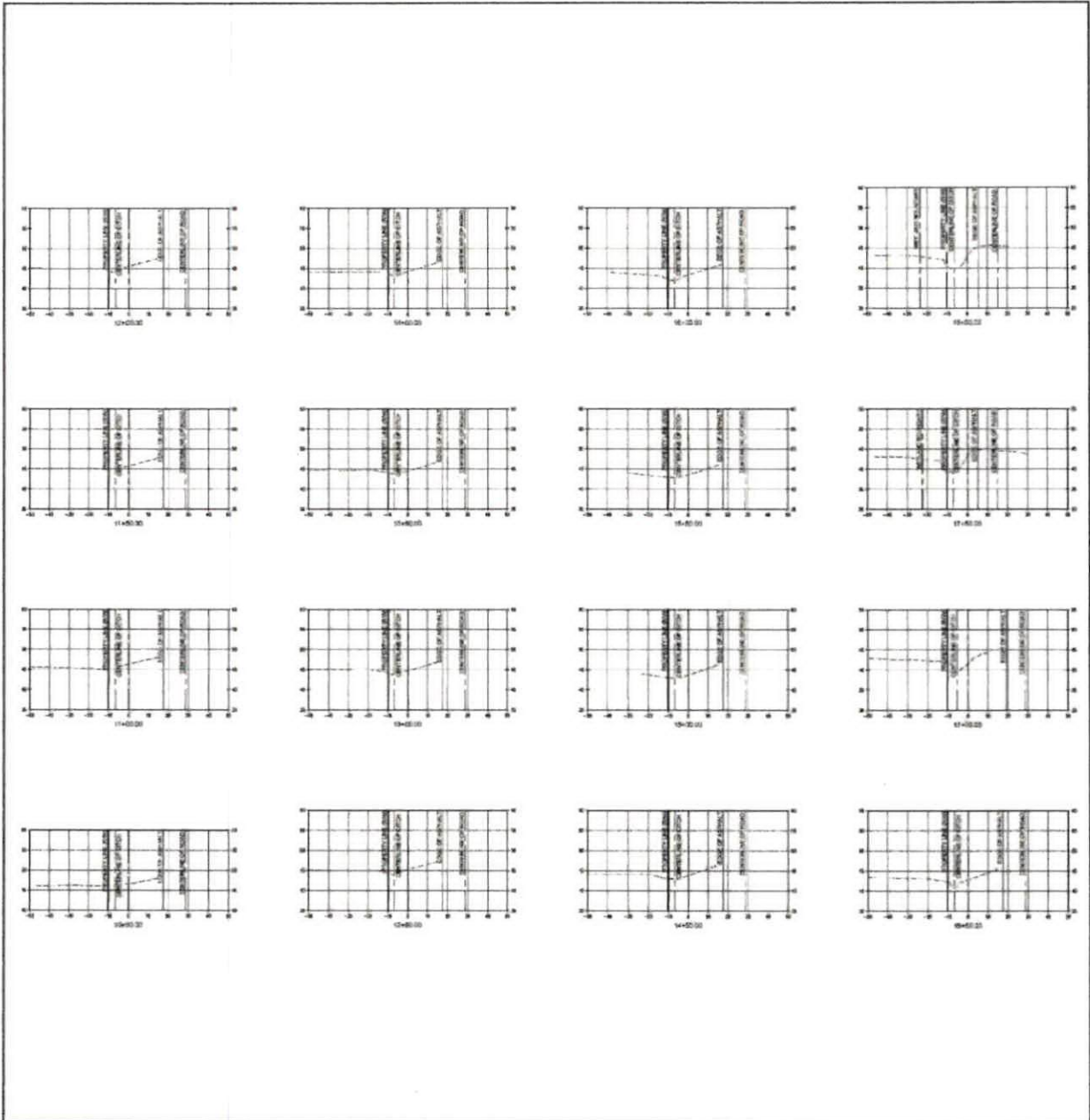


The site plan illustrates the existing wetlands, drives, parking, and proposed recreational facilities.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		

N
NTS

DETAIL SITE PLAN



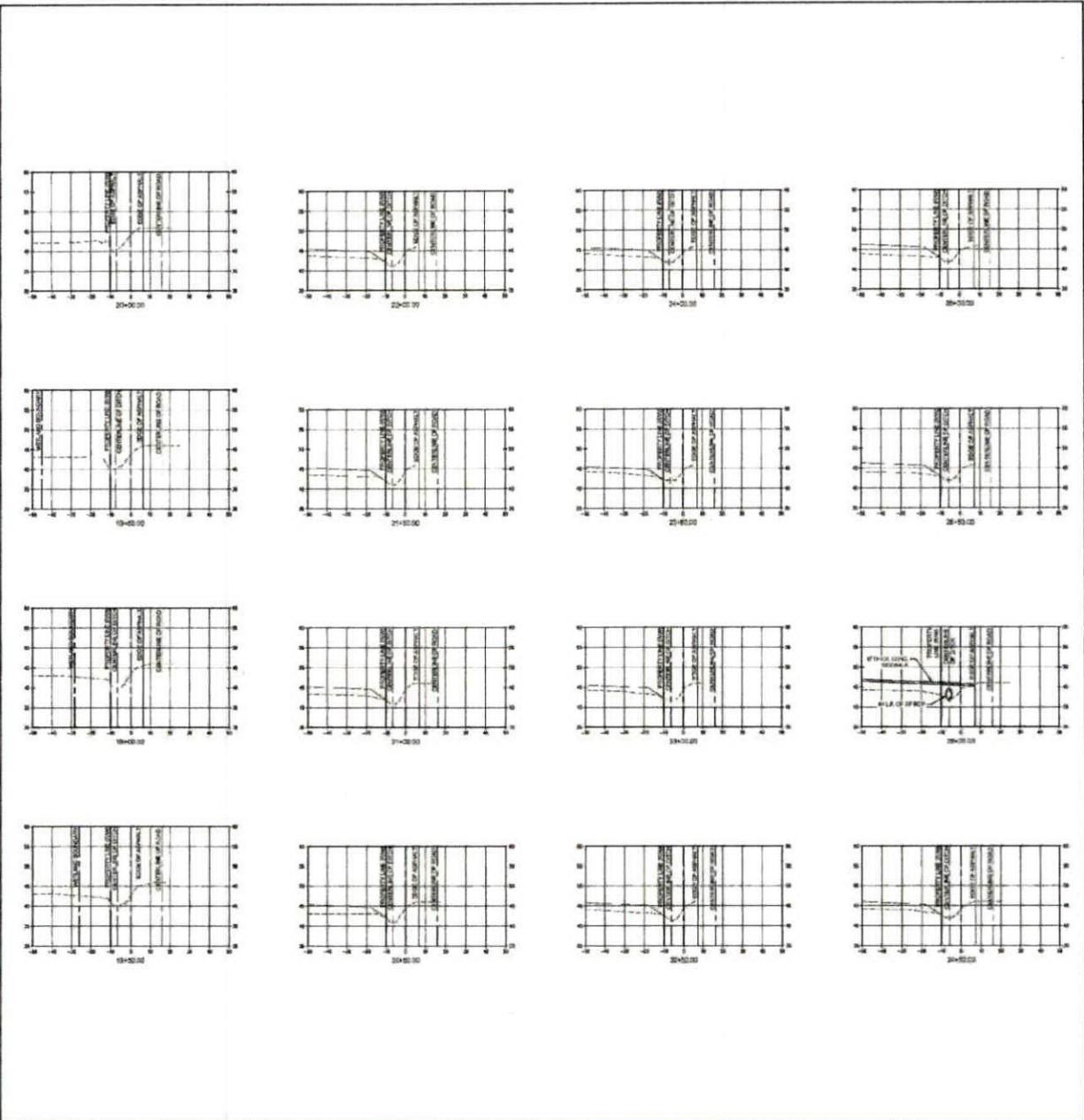
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



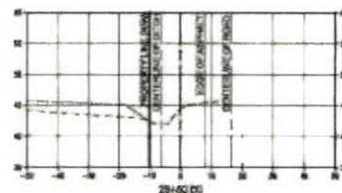
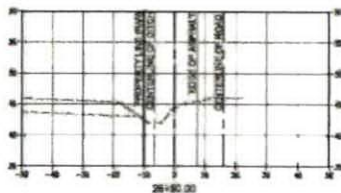
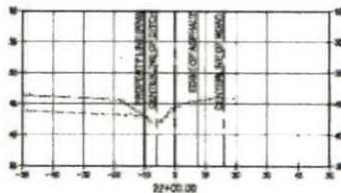
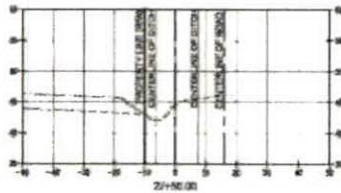
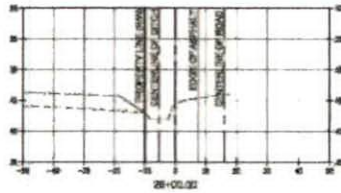
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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



CAPITAL CONTRACT SUMMARY SHEET

CIP TIF Award for light pole standardization in TIF district.

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 9 September 2025 Item No. _____
Date

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

Sponsored by: William S. Stimpson Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 14 Visco decorative 11ft street
light poles for St Louis St.
CIP TIF Award for light pole standardization in TIF district.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$61,826.66

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: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>29160</u>	2025	(2060) TRAFFIC ENGINEERING	14 VISCO DECORATIVE 11FT STREET LIGHT POLES FOR ST LOUIS ST (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$61,826.66	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	075199				TRAFFIC ENGINEERING

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

001	AS PER YOUR QUOTE 2000347045 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 VI-E20-D1-11'-31/2-TENON-GFCI-WPC-A B Vendor Item	14.00 EACH	4416.19000	61826.66
1	2000.80.00.0000.0000.0000.0000.44020. E C0333 .OPERSUPPLS.			61826.66

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 61826.66

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

Account	Amount	Remaining Budget
E C0333 .OPERSUPPLS.	61826.66	1711.76

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	075199				TRAFFIC ENGINEERING

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

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

Account	Amount Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	

61826.66

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	08/20/25	ADAM SPENCE	Auto approved by: 91054000
Approved	08/20/25	JENNIFER WHITE	
Approved	08/20/25	BRENDA RHODES	
Approved	08/20/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/20/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	09/04/25	SANDRA LEWIS	
Approved	09/04/25	DONALD ROSE	Auto approved by: 910518227
Approved	09/04/25	SANDRA LEWIS	
Approved	09/04/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	09/04/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	09/04/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	09/04/25	ANNE FOLEY	Auto approved by: 910518227
Approved	09/04/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature



Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



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

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

Public Sector

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

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

• Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO | EV2370

VIEW CONTRACT DOCUMENTATION

CONTACT US



Graybar Contract Documentation

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

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

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

INDUSTRIES

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

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 16, 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
2. REVISED_2025 Port City Transit Agenda Packet (002)

REVIEWERS:

Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: September 2, 2025 Item No. _____
Date

Submitted by: Transit Joe Snowden
Department 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

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 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

AGENDA ITEM SUMMARY SHEET

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

Agenda of: September 2, 2025
Date

Item No. 21-1149

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:

3 yr contract renewable for 2 addl 1 yr periods and 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 three years, renewable for two additional one-year periods and 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, operation, and costs of the Mobile Transit System, including but not limited to capital overhead and operational based expenses; (b) plans and implements service and technology innovations that increase ridership, improve service quality, and reduces operational costs; (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 three (3) years from the Effective Date, unless earlier terminated as provided herein.

(c) Additional Term Renewal (City Option Only). At the OWNER’s sole option, this Agreement may be extended for up to three (3) additional terms as follows: two (2) successive one (1)-year terms, followed by one (1) five (5)-year term. The OWNER must provide written notice of renewal at least ninety (90) days prior to the expiration of the then-current term. Upon such notice, the SERVICE PROVIDER shall continue performance under the same terms and conditions, subject to annual appropriation, during any 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) **Incumbent Workforce Transition.** To promote continuity of service and minimize disruption, the SERVICE PROVIDER shall extend offers of employment to all incumbent frontline personnel (including operators, dispatchers, and mechanics) who express interest in continued employment, provided such personnel satisfy the SERVICE PROVIDER's standard hiring requirements (including but not limited to background checks, FTA drug and alcohol screenings, and verification of legal work status referenced in section 4.2.3d). Hiring of such personnel shall not be contingent on supervisory discretion or additional conversations beyond satisfaction of the foregoing requirements. With respect to supervisory and management positions, the SERVICE PROVIDER shall retain discretion to determine staffing and organizational structure; however, the SERVICE PROVIDER shall confer with the OWNER regarding mutually agreeable qualifications and screening criteria for such roles to ensure alignment with City goals and program accountability.

(d) 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).

(e) **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:	Mike 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 D 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 Indemnitee, **(ii)** that admits liability or fault on behalf of a City Indemnitee, 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:

Port City Transit, LLC:
SERVICE PROVIDER:

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Michael Vaccarino
Printed Name and Title

(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 telms 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.



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



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

Section I. Information about your company

FORM 1: Background and Plan

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



Subcontracting and Major Supplier Plan

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company **Via Transit (USA) LLC** Your Bid/Proposal Amount \$ **59,608,891**

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



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:

To authorize and approved the amendment Loan Agreement with James W. Buffett Declaration of Trust 1990

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Amended Loan Agreement Jimmy Buffett Exhibit
2. Buffett Loan EXECUTED AMENDED Agreement_Final_signedJB

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember C.J. Small

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 Amended Loan Agreement between the City of Mobile and James W. Buffett Declaration of Trust 1990, for items on loan to the City to create an exhibit which honors Jimmy Buffett for the public to enjoy, which is 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

AMENDED LOAN AGREEMENT

AMENDED LOAN AGREEMENT ("Agreement") made and entered into as of the date of execution, by and between by and between **THE CITY OF MOBILE**, an Municipal Corporation of the State of Alabama (sometimes hereinafter "**City**") and the James W. Buffett Declaration of Trust 1990, a Florida Trust as amended July 21, 2023, a Florida Trust (sometimes hereinafter "**Lender**"), as follows:

1. Loan Purpose:

The purpose of this Agreement is to donate to the City the additional item(s) listed in **Exhibit A ("Item" or "Items,"** as applicable), attached hereto and incorporated herein by reference (the "**Loan**") for the City to create an exhibit for the public to enjoy, which honors Jimmy Buffett and memorializes his career, his character, and his life on the Gulf Coast ("**Buffett Exhibit**").

2. Loan Term:

The Loan shall be for a period of three (3) years from the Opening Date as defined in **Section 5** below ("**Initial Loan Term**") unless either Party hereto provides notice to the other Party of its desire to terminate this Agreement and said notice is given in writing at least thirty (30) days prior to the termination date stated in therein ("**Termination Notice**"). Either Party hereto may terminate this Agreement at any time by providing the Termination Notice, except that Lender's right to terminate shall be limited as described in **Section 10** below.

3. Automatic Renewal:

- (a) Upon the expiration of the Initial Loan Term, this Agreement shall thereafter automatically renew on an annual basis (each renewal year being referred to herein as "**Renewal Period**") unless: (i) either Party provides notice to the other Party of its intent not to renew and said notice is given in writing at least thirty (30) days prior to the upcoming annual renewal date; or (ii) the Agreement is otherwise terminated as permitted herein.
- (b) If a Party provides the notice described in (a), this Agreement shall terminate at the end of that current Renewal Period and the item(s) shall be returned to Lender as provided in **Section 8**.
- (c) "Loan Term" shall be used herein to refer to either the Initial Loan Term or any current Renewal Period.

4. Exhibition Location:

National Maritime Museum of the Gulf shall be the museum selected by the City to host the Buffett Exhibit. The City shall not move the Buffett Exhibit to any other location, unless the City delivers notice to Lender at least thirty (30) days prior to the Transfer Date pursuant to **Section 10** below and only if the Lender approves in writing. The "**Transfer Date**" as used

herein shall mean the effective date of the City's outgoing loan agreement with the new museum.

- (a) **Delivery to** If a Party provides the notice described in (a), this Agreement shall terminate at the end of that current Renewal Period and the item(s) shall be returned to Lender as provided in **Section 8**.
- (b) "Loan Term" shall be used herein to refer to either the Initial Loan Term or any current Renewal Period.

5. Delivery to City:

- (a) Lender shall arrange for the item(s) to be delivered to the City on or before June 26, 2026.
- (b) The item(s) shall be delivered to the City by the Lender using the following delivery service: **Staff member of the National Maritime Museum will personally transport items.**
- (c) The delivery shall be accepted and signed for by a representative of the City whose contact information is set forth below: Karen Poth, Executive Director of the National Maritime Museum of the Gulf.
- (d) The City's address for delivery purposes shall be: 155 South Water Street, Mobile, Alabama 36602. Designated Representative of the Museum shall be Bayne Dunaway, whose email address is: bayne.dunaway@cityofmobile.org. The phone number is 251- 208-1043.

6. Insurance:

- (a) The Lender has the right, but no duty, to purchase insurance to cover any or all aspects of this Agreement.
- (b) The City is a self-insured municipal entity and expressly may insure the items on loan to it in accordance with this Agreement, to include and cover the following:
 - (iii) The Lender has the right to approve the per occurrence limits and the aggregate limits of such insurance.

7. Shipping/ Transportation:

- (a) The City and Lender shall work together to ensure item(s) are delivered in the manner described above.
- (b) Whenever the item(s) are being transported during the Loan Term, a representative of the City and/or a Lender representative may act as courier to transport the item(s)

to the City's delivery address above. If the item(s) are personally delivered by Lender, the representative(s) authorized to receive the item(s) on behalf of the City must be identified by the City in advance and in writing.

- (c) The Party responsible for delivery of the item(s) at the beginning of the Initial Loan Term and for the return of the item(s) agrees to package the item(s) in a manner reasonably expected to prevent damage and comply with packaging and shipping requirements.
- (d) During the Loan Term, or if Lender must store the item(s) pursuant to **Section 8** below, the item(s) shall only be stored in a climate-controlled storage unit.

8. Return of Loaned Items:

- (a) The return of the item(s) to Lender shall take place no later than three (3) weeks after either the end of the Loan Term or the earlier termination of this Agreement as provided herein. The item(s) shall be returned to Lender, at an address confirmed by Lender, by either shipment via carrier service, unless otherwise agreed upon later by the parties hereto in writing.
- (b) However, City shall not be obligated to return the item(s) to Lender if City is unable to establish contact with the Lender to confirm return address information. If City's efforts to contact Lender within a commercially reasonable period of time following the termination or expiration of the Loan Term are unsuccessful, the item(s) shall be placed in storage at the Lender's risk and expense.
- (c) Lender agrees that if after three (3) years from the expiration or earlier termination of the Loan Term, Lender or the personal representative of Lender's estate does not take physical possession of the item(s), the item(s) shall be deemed an unrestricted gift to the City, and the City shall be the sole owner of the item(s), with the absolute right to lease, assign, or otherwise transfer the item(s) to third parties in the City's sole discretion.

9. Costs:

The City shall be responsible for all costs incurred in the delivery of the item(s) to City, the storage of the item(s), the return of the item(s) to Lender, any additional transport of the item(s) that occurs during the Loan Term, costs of storing the Items under **Section 8**, and any other costs specified in **Exhibit A**.

10. Transfer of Buffett Exhibit:

- (a) The City shall have the right to transfer the Buffett Exhibit, with the item(s), to a new host venue ("**Outgoing Loan**") by providing Lender notice of the transfer least thirty (30) days prior to the Transfer Date (as defined in **Section 4** above).

Such notice shall include: the new location, the Transfer Date, the expiration date of the Outgoing Loan, and the approximate date that City intends to deliver the item(s) to the new location.

- (b) If Lender does not provide City with notice to terminate this Agreement within the thirty (30) days prior to the Transfer Date, Lender shall be deemed to have: (i) consented to the transfer; and (ii) temporarily waived its right to terminate this Agreement until the expiration date of the Outgoing Loan.
- (c) City agrees to require any borrower under an Outgoing Loan to comply with any requirements handling and shipping requirements, if any.

11. Liability and Damages:

Upon any damage to item(s), or the destruction, loss or theft thereof, the City shall immediately contact the Lender by telephone, followed by written confirmation describing the extent and circumstances surrounding the mishap.

12. Warranty of Title:

Lender warrants that it is the legal owner of the item(s) and that the item(s) are not subject to ownership claims of any other person, institution or domestic or foreign governments. If Lender enters into any agreement to sell the item(s), Lender must provide notice to the City at least thirty (30) days prior to the date the item(s) are to change ownership.

13. Digitization, Rights, and Reproduction:

The City shall not, without a written consent of the Lender, photograph, digitize, or otherwise reproduce the item(s) without written consent from the Lender.

14. Notice Addresses:

Unless specifically stated otherwise herein, all notices required by this Agreement shall be sent to the following addresses:

If to Lender:

The James W. Buffett Declaration of Trust 1990, as amended July 21, 2023, a Florida Trust
c/o June Buffett, as Executor
20 Actor Colony Road
Sag Harbor, New York 11963
Email: janebuffett@margaritaville.com

Rick Mozenter
1880 Century Park East Suite 1600
Los Angeles, California 90067
Email: rmozenter@grflp.com

To the City of Mobile:

Ms. Karen Poth, Maritime Museum Executive Director
National Maritime Museum of the Gulf 155 South Water Street
Mobile, Alabama 36602
Email: karen.poth@cityofmobile.org

Any updates to notice addresses shall be provided to the other Party in writing.

15. Indemnification:

The City shall be responsible for and shall indemnify and hold harmless the Lender from and against, claims, damages, fines, or liabilities arising solely from the City's gross negligence, willful misconduct, or violation of applicable law. Nothing contained herein shall be construed as a waiver of any rights, defenses, or immunities available to the City under the Constitution and laws of the State of Alabama

16. Force Majeure

- (a) If either Party to this Agreement is prevented, hindered or delayed in the performance or observance of any of its obligations hereunder (except for non-payment) by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, pandemic, or other circumstance beyond its control, and such delay could not have been prevented by commercially reasonable precautions and cannot commercially reasonably be circumvented by the Party through the use of alternative sources or means, then such Party shall be excused from further performance or observance of the obligation so affected:
 - (i) for as long as such circumstances shall prevail; if
 - (ii) such Party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible.
- (b) The Party so delayed shall promptly notify the other party and describe the circumstances causing such delay.

17. No Assignment:

Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party hereto, except as provided in **Section 10**. This Agreement shall inure to the

benefit of the heirs, executors, administrators, successors, assigns, or other personal representatives of either Party hereto.

18. Governing Law, Venue and Dispute Resolution:

The governing law of this Agreement shall be the law of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction is Mobile County, Alabama, without regard to conflicts of law provisions

19. No Third-Party Beneficiaries:

No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

20. Entire Agreement:

This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by City and Lender.

21. Covenant of Good Faith and Fair Dealing

This Agreement is governed by the covenant of good faith and fair dealing.

22. Standard of Care

Unless another standard of care is expressly stated to control, all duties shall be evaluated based on the standard of commercially reasonable, whether so stated or not in a sentence.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

The James W. Buffett Declaration of Trust 1990, as amended July 21, 2023, a Florida Trust:

By: [Signature]
Name: Jane Buffett
Title: Co-trustee

Date: 8/11/25

ACKNOWLEDGEMENT

The State of Florida }
Palm Beach County }

I, Darin Lane Hinson, a Notary Public, in and for said County in said State, hereby certify that Jane Buffett, whose name as Co-Trustee of The James W. Buffett Declaration of Trust 1990, as amended, a Florida Trust 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.

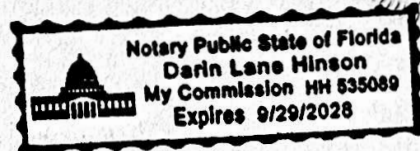
Given under my hand this the 11th day of August, 2025.

(SEAL)

[Signature]
Notary Public

State of Alabama At-Large

My Commission Expires: _____





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

To authorize execution of an Easement Agreement with 195, LLC for easement rights over, across and through the private road known as Walsh Court

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Logan Cottages Easement
2. Easement Grantor Signed

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, an Easement Agreement with 195, LLC, an Alabama limited liability company and owner of real property known as Logan Cottages, for the grant to the City of certain easement rights over, across and through the Private Road designated as Walsh Court as stated in the plat, to provide for the continuing maintenance of the Private Road by 195, LLC, and to provide for the indemnification of the City from liability and claims for damages which may arise out of 195, LLC breach of its obligations or the existence of said Private Road. The Agreement is attached hereto or one with wording substantially similar, and made a part hereof, as though set forth in full to take 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

CITY ACCESS & UTILITIES EASEMENT AGREEMENT

(Logan Cottages – Walsh Court)

THIS ACCESS & UTILITIES EASEMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2025, by and between **195, LLC**, an Alabama limited liability company, together with its successors and assigns ("Grantor"), and the **CITY OF MOBILE, ALABAMA**, an Alabama municipal corporation ("City").

Recitals:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Mobile County, Alabama, which has been subdivided and is known as **Logan Cottages**, the plat of which (the "Plat") is recorded in the Office of the Judge of Probate of Mobile County, Alabama, as instrument No. _____. The legal description of the Logan Cottages subdivision is:

A PORTION OF LOT 1, ZACK LOGAN SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 44 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON REBAR, BEING THE NORTHWEST CORNER OF LOT 1, ZACK LOGAN SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 44, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF EZEKIEL STREET; THENCE RUN S89°51'34"E, ALONG THE NORTH LINE OF SAID LOT 1, 302.74 FEET TO A CRIMPED TOP IRON FOUND ON THE WEST RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD; THENCE RUN S02°02'38"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 241.06 FEET TO A CAPPED IRON REBAR SET ON THE NORTH LINE OF MALIBAR HEIGHTS SUBDIVISION, 5TH UNIT, AS RECORDED IN MAP BOOK 12, PAGE 40, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN S89°59'20"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, 300.55 FEET TO A CAPPED IRON REBAR SET; THENCE RUN N01°31'10"E, 241.79 FEET TO AN IRON REBAR, BEING THE POINT OF BEGINNING.

WHEREAS, the Plat of Logan Cottages provides for a private road known as **Walsh Court** (the "Private Road"), which provides access to lots 5, 6, and 7 within the subdivision; and,

WHEREAS, Grantor desires to grant to the City a perpetual, non-exclusive easement for emergency services and public utilities over, across, and upon the entirety of the Private Road as depicted on the Plat, to provide for the continuing maintenance of the Private Road by the Grantor or the successors and assigns of the Grantor, and to provide for the indemnification of the City saving the City harmless from all liability, claims, demands, actions, losses, and costs, including reasonable attorney's fees arising or resulting from the breach of the Grantor's obligations under this Agreement and any damages to any owner of property within the Subdivision arising or which may arise out of the existence of the Private Road, subject to the terms and conditions hereof; and,

WHEREAS, the City is willing to accept the grant of this easement subject to the terms and conditions set forth herein.

Agreement:

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

a. Grantor does hereby grant, bargain, sell, and convey unto the City, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") in, on, over, under, across, and through the entire area designated as **Walsh Court** on the recorded Plat of Logan Cottages, attached hereto as **Exhibit A** and incorporated herein (the "Easement Area"), together with the right of entry by foot and vehicle, and by the City's officers, employees, agents, contractors, and equipment, solely to exercise the purposes described in Section 2 (the "Permitted Purposes"). In the event of any discrepancy between a metes-and-bounds reference and Exhibit A, Exhibit A (the recorded plat) shall control.

b. **Definition. “Declaration”** means that certain Declaration of Covenants, Conditions, and Restrictions for *Logan Cottages*, recorded in the Office of the Judge of Probate of Mobile County, Alabama, as Instrument No. _____ (as amended).

2. Purpose of Easement. The Easement shall be for the following purposes:

a. Governmental and Emergency Services: The right of 24-hour ingress and egress for all governmental vehicles and personnel, including but not limited to police, fire, emergency medical services, sanitation, and other municipal service vehicles.

b. Public Utilities: The right to install, construct, operate, maintain, inspect, repair, replace, and remove public utilities, including but not limited to water lines, sanitary sewer lines, storm sewer lines, gas mains, electric lines, telephone lines, and communication cables (including fiber-optic), together with all necessary appurtenances.

c. Roadway Modifications; Conflicts with Utilities.

i. **Before utility installation.** Prior to the installation of any public utilities within the Easement Area, Grantor (and any homeowners’ association now or hereafter responsible for Walsh Court, the “HOA”) may modify the Private Road (including grade, alignment, surfacing, drainage, signage/stripping, vegetation control, and related appurtenances) in accordance with applicable permits and approvals, provided such modifications do not materially impair 24-hour emergency access or the City’s ability to exercise the Easement. Grantor/HOA shall provide the City at least ten (10) business days’ prior written notice of any material modification and shall deliver updated as-built drawings within thirty (30) days after completion. All such modifications remain subject to applicable Planning & Zoning approvals and conditions, subdivision regulations, and fire/emergency-access standards.

ii. **After utility installation.** Following the installation of any public utilities within the Easement Area, Grantor/HOA shall not make modifications that conflict with or interfere with

such utilities or emergency/governmental access. If Grantor/HOA nevertheless installs or modifies improvements that conflict or interfere, Grantor/HOA shall, at its sole cost and expense, promptly relocate or modify the conflicting improvements (or reimburse the owner/operator of the affected utilities for the same) and restore the Easement Area.

iii. No obstruction of access. Nothing herein authorizes any gate, obstruction, or closure that would materially impair 24-hour emergency access; any temporary lane closures for construction shall be coordinated with the City in advance.

3. Maintenance of Private Road. The Grantor (and any homeowners' association now or hereafter responsible for Walsh Court, the "HOA"), its successors and assigns, shall be solely responsible for all costs and expenses associated with the maintenance, repair, and replacement of the Private Road (including but not limited to pavement, base/subgrade, drainage, signage/stripping, vegetation control, vertical clearance) and any related drainage facilities, keeping them in good and safe condition and repair at all times, in accordance with the Declaration and all applicable City ordinances. If a condition materially impairs emergency access, the City may deliver written notice. Failure to cure within 10 days (or immediately for life/safety) permits the City to perform temporary corrective work and invoice Grantor/HOA for actual, reasonable costs. The grant of this Easement shall not be construed as an acceptance of the Private Road for maintenance by the City, and the City shall have no obligation whatsoever to maintain or repair the Private Road unless and until it is formally accepted into the City's public street system.

4. Future Dedication. This grant of easement is not a dedication of the Private Road for public use. Should the Grantor or the HOA later dedicate the Private Road to the public, it shall be at the sole cost and expense of the Grantor to bring the Private Road up to the prevailing standards of the City of Mobile for public streets at the time of the dedication request. The City shall have the right, but not the obligation, to accept such dedication.

5. Indemnification; Responsibility for Acts.

a. **Grantor Indemnity.** To the fullest extent permitted by law, Grantor, and its successors and assigns, shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, employees, and contractors from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the use, condition, maintenance, repair, or failure to maintain/repair the Private Road and related improvements. The duty to defend is triggered upon tender and is primary and non-contributory. These obligations survive termination.

b. **City Responsibility (no indemnity).** The City does **not** indemnify, defend, or hold harmless Grantor. The City shall be responsible, to the extent required by Alabama law, for the negligent acts or omissions of its officers, employees, or agents occurring within the scope of their employment, subject to all immunities, defenses, and monetary limitations under Alabama law, and without waiver thereof. No provision of this Agreement shall be construed as a waiver of governmental immunity, as an assumption of a defense obligation, or as an agreement to pay punitive/exemplary damages or attorneys' fees except as expressly allowed by law.

6. Covenants Running with the Land. The rights and obligations set forth in this Agreement shall be covenants running with the land, binding upon the Grantor, and its successors and assigns, and all future owners of any lot within the Logan Cottages subdivision. Every deed for a lot in the subdivision shall be subject to this Easement. No HOA assessments, fees, or charges shall be imposed on the City for use of the Easement.

7. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue lies exclusively in the state courts of Mobile County, Alabama.

8. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

9. Recording. This Agreement shall be duly recorded in the records of the Office of the Judge of Probate of Mobile County and is intended to run as a covenant with the land and each of the residential lots within the Logan Cottages Subdivision. This Agreement is approved as to form by the City Attorney or designee, as evidenced by the approval signature below, and shall be recorded simultaneously with the Final Plat of Logan Cottages.

10. Subordination; Notices. (a) Subordination. Grantor shall deliver recordable subordination instruments from all existing lienholders affecting the Easement Area concurrently with this Easement. All future encumbrances granted by the Grantor shall be expressly made subject to and subordinate to this Easement; and any instrument creating a future encumbrance shall so state.

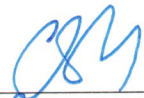
(b) Notices. Notices to the City shall be sent to: City of Mobile, Attn: City Attorney, P.O. Box 1827, Mobile, AL 36633-1827, with a copy to the City Engineer and Fire-Rescue Department. For physical delivery (courier): 205 Government Street, Mobile, AL 36603. Notices to Grantor shall be sent to its address of record.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first written above.

GRANTOR:

195, LLC, an Alabama limited liability company

By: 
Name: Cory Bronenkamp
Title: Member

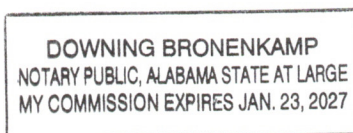
STATE OF ALABAMA
MOBILE COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cory Bronenkamp, whose name as Cory Bronenkamp of 195, LLC, an Alabama 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 instrument, he/she, as such (Manager/Member) and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 8th day of September, 2025.


Notary Public

My Commission Expires: 1/23/27



GRANTEE/CITY:

CITY OF MOBILE, ALABAMA, an
Alabama municipal corporation

By: _____
William S. Stimpson, Mayor

STATE OF ALABAMA
MOBILE COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson, whose name as Mayor of the City of Mobile, Alabama, an Alabama municipal corporation, 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 instrument, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this _____ day of _____, **2025**.

Notary Public
My Commission Expires: _____

Exhibit A

Recorded Plat of Logan Cottages

The stamped, recorded subdivision plat for *Logan Cottages*, as recorded in the Office of the Judge of Probate of Mobile County, Alabama, as Instrument No. _____ (a copy of which is attached hereto).

(Attach the stamped plat pages here at recordation.)

THIS INSTRUMENT PREPARED BY:

Cory Bronenkamp
195, LLC
PO Box 7845
Mobile, AL 36670

APPROVED AS TO FORM:

City Attorney or Designee
Date: _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Southern Emergency & Rescue Vehicle Sales LLC for 1 AEV TraumaHawk Ambulance for MFRD.

Amount of Contract:

\$365,894.70

Funding Source

General fund.

ATTACHMENTS:

1. 20250904 SERV Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 9 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 Southern Emergency & Rescue Vehicle Sales LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales LLC for 1
AEV TraumaHawk Ambulance for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$365,894.70

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: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>28473</u>	2025	(1510) FIRE ADMINISTRATION	ONE AEV TRAUMAHAWK AMBULANCE FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$365,894.70	<u>(298972)</u> <u>SOUTHERN</u> <u>EMERGENCY &</u> <u>RESCUE VEHICLE</u> <u>SALES LLC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00028473-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
=====	=====

Vendor	Ship To
SOUTHERN EMERGENCY & RESCUE VEHICLE	SALMUNICIPAL GARAGE ATTN: SEAN
15590 FLORIDA BLVD	770 GAYLE STREET

BATON ROUGE, LA 70819

Tel#225-683-3999

MOBILE, AL 36604
SEAN.CLARK@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET

MOBILE, AL 36604

-----	-----
Date Ordered	Vendor Number
07/31/25	298972
Date Required	Ship Via
Terms	Department
	FIRE ADMINISTRATION
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
001 AMBULANCE: MFR: AEV, VENDOR TO DELIVER PROFESSIONAL AMBULANCE (DBA SERVS) AMBULANCE ON A FORD F450 CHASSIS WITH A T1XSERIES: AEV TraumaHawk 148" X-Series Ambulance BODY. AS PER HGAC CONTRACT AM10-23 QUOTE DATED 7-31-2025 AND AS PER PROFESSIONAL AMBULANCE DBA SERVS) QUOTE No: 10090-0002 DATED 7-31-2025 TOTAL HGAC COST OF UNIT WITH NO DISCOUNT IS \$374,988.70, HGAC IS SHOWING A TOTAL DISCOUNT OF \$9,094.00 BRINGING PRICE TO \$ 365,894.70. PROFESSIONAL AMBULANCE QUOTE SHOWS A TOTAL PRICE PRE-DISCOUNT OF 374,322.00 FOR A PRICE OF \$365,894.00 IF THE CITY PAYS A PRE-PAY OF \$8,428.00. PRICING OF PURCHASE REFLECTS THE CITY HAVING TAKEN AND MADE THE PRE-PAYMENT.	1.00 EACH	365894.70000	365894.70
Vendor Item			

1 1000.30.15.1510.1522.1510.0000.0000.45040.

365894.70

Bill To	Requisition 00028473-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 2

Vendor	Ship To
SOUTHERN EMERGENCY & RESCUE VEHICLE SAL	MUNICIPAL GARAGE ATTN: SEAN
15590 FLORIDA BLVD	770 GAYLE STREET
	MOBILE, AL 36604
BATON ROUGE, LA 70819	SEAN.CLARK@CITYOFMOBILE.ORG
Tel#225-683-3999	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	298972				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 365894.70

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45040.		
	365894.70	.00
FIRE SUPPRESSION DIV EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/01/25	CHERI BOUCHER	Auto approved by: 910516584
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



Looking for something specific?

Search

Ambulances, EMS, and Other Special Service Vehicles

Contract Information

Contract Number

AM10-23

Effective Dates

10/01/2023 - 09/30/2027

Contract Details

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

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All Products

Search Products



Description	Code	Manufacturer	Price	Discount
Ford Expedition MAX, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EXMAX	10-75 Emergency Vehicles		10%
GM Suburban, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-SUB	10-75 Emergency Vehicles		10%
(Base) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Base) Mercedes-Benz Sprinter 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Mercedes-Benz Sprinter AWD 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
12' Remount on Customer Provided Chassis	12' Remount	Frazer, Ltd.		0%
12,000 LB GVWD DUAL AXLE TRAILER 7 KW GASOLINE GENERATOR	MCC180027	Bravo Trailer		2-70%

12,000-LB GVWR, DUAL AXLE TRAILER, 7 KW GASOLINE GENERATOR WITH 25 GALLON FUEL TANK, 2 WORK STATIONS, CONFERENCE ROOM SEATING FOR 7, ALUMINUM CABINETS, 3 DRY ERASE BOARDS, 1 PRV, 2 AIR CONDITIONERS, SHORE POWER, 120 VAC CONTROL PANEL, 2 BATTERIES, 2 CHARGERS, 55" LED HDTV, DATA VSAT, SATELLITE TV ANTENNA WITH 3 RECEIVERS, MOBILE RADIO BATTERY CHARGER, 6 TELEPHONE EXTENSIONS, 14 COMPUTER JACKS, WIRELESS ACCESS POINT, ELECTRONIC EQUIPMENT RACK, 16' AWNING, 2 PAIR STABILIZER JACKS AREA, SCENE LIGHTS	MCC100727	Bravo Trailer	3.70%
12,000-LB GVWR, TANDEM AXLE 24' TRAILER, 12 KW DIESEL GENERATOR, 25 GAL FUEL TANK, 2 WORKSTATIONS, CONFERENCE TABLE, 1 PRV, 2 AIR CONDITIONERS, 1 DIESEL HEATER, 5 TV/ 1 DVR, 3 DSS RECEIVERS, MODULATED AUDIO/VIDEO, PREWIRE 6 RADIOS, PBX PHONE SYSTEM, 3 LAND/ 1 CELL PREWIRE/ 1 FAX LINE, 14 PREWIRE CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, INTERNET SATELLITE SYSTEM, 1 SLIDE OUT ELECTRONICS RACK, SCENE LIGHTING, LEVELING SYSTEM, EXTERIOR WORK AREA	MCC241782	Bravo Trailer	3.70%
14' Remount on Customer Provided Chassis	14' Remount	Frazer, Ltd.	0%
16' EMERGENCY RECOVERY VEHICLE/MOBILE COMMAND CENTER CONVENTIONAL CAB CHASSIS. 26,000-LB. GVWR. 325 HP ENGINE WITH ALLISON 3000 EVS AUTO TRANS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. LOAD SPACE IS 16' LONG. EMERGENCY LIGHTS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS INCLUDING THREE GRAPHIC SHIELDS. ONE WORKSTATION WITH CHAIR IN REAR. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH 15KW GENERATOR AND 12VDC ELECTRICAL SYSTEM. 57 FT MAST WITH MAST MOUNTED ANTENNA BRACKET. PROVISIONS FOR COMMUNICATIONS RADIO. OPTIONS INCLUDED NAPCO GEMINI ALARM SYSTEM. EXTERIOR COMPARTMENTS, LADDER TO ROOF AND LEVELING SYSTEM.	MCC163031	Freightliner	3.70%
18' Foot Mobile Clinic Module on International MV Diesel 4x2 Crew Cab	Mobile Clinic. - 18'	Frazer, Ltd.	0%
20' SWAT MOBILE COMMAND CENTER ON A 4X4 DIESEL CAB CHASSIS WITH A 20' LONG LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. LED EMERGENCY INGLIGHT PACKAGE. BACK-UP CAMERA SYSTEM. BENCH SEATING FOR SIX IN REAR FOR SWAT TEAM. CUSTOM FABRICATED ALUMINUM CABINETS FOR SWAT EQUIPMENT STORAGE WITH DRY ERASE DOORS. HVAC, AC ELECTRICAL SYSTEM WITH 8 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. INTEL-I-TOUCH MULTIPLEX CONTROL WITH TOUCH SCREEN INTERFACE. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS. EXTERIOR COMPARTMENTS AND AWNING.	SWTMCC203292	Ford	3.70%
20' TACTICAL OPERATIONS CENTER TRAILER. FOUR WORKSTATIONS WITH SPACE TO ADD MORE. CUSTOM FABRICATED ALL ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTM WITH 20 KW GBGENERATOR 12VDC ELECTRICAL SYSTEM, LED EMERGENCY LIGHTING PACKAGE. TIE DOWN RINGS FOR AIR TRANSPORTABILITY. EQUIPMENT INCLUDES LARGE TOUCH SCREEN TV, DVR, EXTERNAL 43" LED TV, VIDEO/VOICE SERVER, LAPTOPS, PRINTER AND MORE. RADIOS AND COMPUTER NETWORK SYSTEM. MAST WITH NETWORK PTZ CAMERA. WIRELESS ACCESS POINT. EXTERIOR STORAGE COMPARTMENT, AWNING, AND WALK ON ALUMINUM ROOF.	TRL203216	Bravo Trailer	3.70%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Bae Remount Package	GM C-3500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Base Remount Package	GM C-5500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 CHEVY 3500 4X2 TYPE I GAS w/84"CA REMOUNT (BASE PRICE)	CHEVROLET 3500 TYPE I 4X2	Medic Built, LLC	10%
2024 CHEVY G3500 TYPE III REMOUNT (BASE PRICE)	CHEVY 3500 TYPE III	Medic Built, LLC	10%
2024 CHEVY G4500 TYPE III REMOUNT (BASE PRICE)	CHEVY 4500 TYPE III	Medic Built, LLC	10%
2024 FORD E-350 TYPE III REMOUNT (BASE PRICE)	FORD E350 TYPE III	Medic Built, LLC	10%
2024 FORD E-450 TYPE III REMOUNT (BASE PRICE)	FORD E450 TYPE III	Medic Built, LLC	10%
2024 FORD F 450 4X2 TYPE I GAS REMOUNT W/84"CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 FORD F 550 4X2 TYPE I GAS REMOUNT W/108"CA (BASE PRICE)	FORD F 550 TYPE I 4X2	Medic Built, LLC	10%

2024 FORD F-350 4X2 TYPE I Diesel REMOUNT (BASE PRICE)	FORD F 350 TYPE I 4X2	Medic Built, LLC	10%
2024 Ford F-350 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-350 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 FORD F-450 4X2 TYPE I GAS REMOUNT W/108" CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes, 193"WB. Base Remount Package	Freightliner M2 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 22.5" Wheels, Vertical Exhaust, Air Brakes, Extended Wheelbase Remount Package, 4 Door Cab- 220" Wheelbase	Freightliner M2 4 Door Cab, 6.7L ISB, 4x2WB, 220" WB	American Response Vehicles (ARV)	5%
2024 GM G-3500 4x2, 6.6L Gas, Ambulance Prep Package, 139" Wheelbase. Base Remount Package	GM G-3500 4x2 6.6L GAS 139"WB	American Response Vehicles (ARV)	5%
2024 GM G-4500 4x2, 6.6L Gas, Ambulance Prep Package, 159" Wheelbase. Base Remount Package	GM G-4500 4x2 6.6L GAS 159"WB	American Response Vehicles (ARV)	5%
2024 Mercedes Sprinter 4500 Diesel Cab Cutaway Short Wheelbase Type III Remount	Mercedes Sprinter 4500 Cab Cutaway	American Response Vehicles (ARV)	5%
2024 RAM 4500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 4X2 TYPE I REMOUNT W/84"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 167.5" Wheelbase. Single Cab. Base Remount Package	RAM 4500 4x2 6.7L 167.5"WB	American Response Vehicles (ARV)	5%
2024 RAM 5500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 5500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 5500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 192.5" Wheelbase. Single Cab. Base Remount Package	RAM 5500 4x2 6.7L 192.5"WB	American Response Vehicles (ARV)	5%
2025 Ford E-350 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 138" Wheelbase. Base Remount Package	Ford E-350 4x2 7.3L 138"WB	American Response Vehicles (ARV)	5%
2025 Ford E-450 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 158" Wheelbase. Base Remount Package	Ford E-450 4x2 7.3L 158"WB	American Response Vehicles (ARV)	5%
2025 International MV607, 6.7L Diesel, Diamond Cab Package, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes 193"WB. Base Remount Package	International MV607 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%

22' Mobile command center on a 9,950-lb GVWR gasoline chassis with spring suspension and a 4-wheel disc brakes. Two workstations, generator and electronics rack.	X22MCC-34781	Ford	3.70%
26' Mobile medical unit on commercial cutaway chassis. 16' body with two side entry doors. Graphics package. Interior finish includes FRP wall covering, non-slip vinyl flooring, fabric ceiling and vinyl seating surfaces. Additional features include: two door refrigerator, galley and lavatory, aluminum cabinetry, 7.0 KW generator, full electrical distribution system, heat and air conditioning, 2 blood draw chairs, cell phone booster kit, exterior storage compartment and more!	C26MED-33815	Ford	3.70%
28' 1 Room Mobile Clinic on a conventional cab chassis 4x2 19,500-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 18' load space all aluminum body.	C28MED18042313	Ford	3.70%
28' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a 25,500-lb. GVWR diesel chassis with spring rear suspension hydraulic brakes and a 18' load space walk-in van body.	SS28EEQ-SV	Freightliner	3.70%
29' Cab/Chassis Medical Vehicle with a wheelchair lift, patient waiting room area, check in desk, exam room with private changing room, complete HVAC system, awning, leveling system and storage compartments.	C28MED042616	Ford	3.70%
30' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS WITH 26.5 FT LOAD SPACE ALL ALUMINUM DRY VAN BODY. FOUR WORKSTATIONS. CONFERENCE ROOM TABLE WITH SEATING FOR SIX. TWO SLIDE-OUTS. LED EMERGENCY LIGHTING PACKAGE. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. GALLEY WITH MICROWAVE, REFRIGERATOR, COFFEE MAKER. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO TELESCOPING TRIPOD LIGHT POLES. PREWIRE FOR CUSTOMER PROVIDED MONITORS AND RADIOS. ONE TOUCH SCREEN LED TV. EXTERIOR MONITOR ENCLOSED IN WEATHERPROOF COMPARTMENT. DVR, SATELLITE TV. MAST WITH NETWORK PTZ CAMERA. PBX TELEPHONE SYSTEM. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	C40MCC307611	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, air brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-35004	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-34604	Freightliner	3.70%
30' MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE ALL ALUMINUM BODY. LED EMERGENCY LIGHTING PACKAGE. LAVATORY. FOUR WORKSTATIONS. CUSTOM FABRICATED BENCH SEATING AND ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. LED NIGHT SCAN LIGHT TOWER. TWO LED TV'S PLUS ONE LARGE TOUCH SCREEN TV. ONE EXTERIOR TV INSIDE A WEATHERPROOF ACCESS DOOR. DVR. SATELLITE TV SYSTEM. MAST WITH NETWORK PTZ CAMERA. PREWIRE FOR CUSTOMER PROVIDED RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK, EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS AND LEVELING SYSTEM.	MCC301750	Freightliner	3.70%
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas	S32MCC-29466	Ford	3.70%

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas chassis with spring suspension, hydraulic brakes and a 22' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.		S32MCC-34851	Ford	3.70%
33' MOBILE EMERGENCY OPERATIONS CENTER ON A CAB CHASSIS WITH 350 HP ENGINE, AIR RIDE SUSPENSION AND AIR BRAKES. CUSTOM ALL ALUMINUM DRY VAN BODY WITH 33' LOAD SPACE AREA. FOUR SLIDE OUTS. FOUR WORKSTATIONS. CONFERENCE AREA FOR TEN. CONFERENCE AREA FOR 10. LED EMERGENCY LIGHT PACKAGE. CUSTOM GRAPHICS. COLOR BACK UP CAMERA SYSTEM. GALLEY WITH COFFEE MAKER, MICROWAVE AND REFRIGERATOR. CUSTOM		MCC332998	Freightliner	3.70%

FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. FEATURES LDV'S INTEL-I-TOUCH, A MULTIPLEX TOUCH SCREEN CONTROLL SYSTEM. TWELVE 24" LED TV'S, TWO 28" LED TV'S, TWO 43" LED TV'S, ONE 48" TOUCH SCREEN TV. ONE 43" LED TV EXTERIOR. MAST WITH NETWORK PZ CAMERA, RADIO PREPS, PBX TELEPHONE SYSTEM, COMPUTER NETWORK. ALARM SYSTEM, WEATHER STATION AND GPS. EXTERIOR STORAGE COMPARTMENTS, AWNING, ROOF ACCESS, LEVELING SYSTEM AND MORE. PRICE INCLUDES FEDERAL EXCISE TAX.

34' Mobile Command Center on a 26,000-lb GVWR diesel chassis with air ride suspension, hydraulic brakes and an all aluminum 24' load space walk-in van body.	SS34FC-SV	Freightliner	3.70%
36' mobile medical unit on a walk-in van chassis. 26' aluminum body with two side entry doors - one with wheelchair lift. Additional features include: exterior TV, galley & lavatory w/ pressurized water system, exam room, consultation room, aluminum cabinetry, A/V system, heat and air conditioning, FRP wall coverings, non-slip flooring, solid surface countertops with antimicrobial technology, 12 kw generator, touch-button vehicle control system, computer network, alarm system, awning, and more!	S36MED-33698	Freightliner	3.70%
36' walk-in van with all aluminum body, curbside sedan door, AM/FM stereo, bench seats, workstations with office chairs, 15kw generator, 2 -13,500 BTU air conditioners with 5,600 BTU heat strips, light fixtures on ceiling and workstation areas, scene & emergency lighting, walk on roof with ladder, exterior storage compartment.	SS36FC-SV	Freightliner	3.70%
36' Mobile command center with 1 slide out on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 26' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S36MCC-60730	Freightliner	3.70%
39' MOBILE COMMAND/COMMUNICATIONS CENTER BUILT ON AN ALUMINUM GOOSENECK TRAILER. WALK ON ROOF, 24 GALLON IN FRAME FUEL TANK AND TWO A/C UNITS WITH HEAT STRIPS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS. GALLEY AND LAVATORY WITH TOILET AND COFFEE MAKER. SIX WORKSTATIONS WITH CHAIRS. CUSTOM FABRICATED CABINETS. HVAC SYSTEM, 120/240VAC ELECTRICAL SYSTEM WITH 20 KW GENERATOR. 12VDC ELECTRICAL SYSTEM. TWO LED TOUCH SCREEN TV'S, DVR, SATELLITE TV SYSTEM. MAST WITH PTZ NETWORK CAMERA. VOIP TELEPHONE SYSTEM, PROVISIONS FOR 6 FIXED WIRELESS TERMINALS, COMPUTER NETWORK, SATELLITE DATA SYSTEM, MULTI-FUNCTION PRINTER. OTHER OPTIONS INCLUDE WEATHER STATION AND AWNING.	MCC302995	Bravo Trailer	3.70%
39' Mobile dental vehicle on motorhome chassis. Features include: 25 KW generator, LP furnace, air conditioning, wheelchair access door, graphic wrap, electrical distribution system, FRP walls, vinyl ceiling, non-slip flooring, galley with fridge and microwave, lavatory, aluminum cabinetry, A/V system, computer network, two dental cleaning / exam rooms, Panorex room and more!	M38DNT-34027	Winnebago	3.70%
40' Mobile Command Center with 1 slideout on a 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space walk-in van body.	SS40FC1S-SV	Freightliner	3.70%
40' MOBILE MEDICAL UNIT ON A WALK-IN VAN WITH AN ALL ALUMINUM BODY AND A WHEELCHAIR ACCESS LIFT. THIS VEHICLE FEATURES TWO EXAM ROOMS WITH EXAM TABLES, SINKS, LAVATORY AREA AND WAITING AREA. PLEASE CONTACT A SALES SPECIALIST AT 800-558-5986 FOR MORE INFORMATION AND SPECIFICATIONS/DRAWINGS, THIS UNIT IS COMPLETELY CUSTOMIZABLE TO ACCOMODATE MEDICAL/DENTAL/BLOOD/MAMMOGRAPHY/CLINIC/REHAB/OUTREACH ETC. WITH GSA APPROVED OPTIONS.	S40MED30012012	Freightliner	3.70%
40' OVERALL LENGTH MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE AREA. BACKUP ALARM, LED EMERGENCY LIGHTS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. BLACKOUT CURTAINS FOR CAB AREA WINDOWS. GALLEY WITH SINK, COFFEE MAKER, REFRIGERATOR, AND MICROWAVE. FOUR WORKSTATIONS IN REAR OF VEHICLE. CUSTOM FABRICATED BENCH SEATING AND CABINETS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH DIESEL GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN CONTROL INTERFACE. TWO LED TV'S WITH DVR. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. PROVISIONS FOR FUTURE 25' MAST ON REAR OF VEHICLE. PROVISIONS FOR FIVE COMM RADIOS. PBX TELEPHONE SYSTEM. COMPUTER NETWORK EXTERIOR COMPARTMENT AWNING AND ROOF ACCESS	SS40FC-SV	Freightliner	3.70%

40' walk-in van with all aluminum body, no CDL required, four blood donation beds, interview and recovery areas, awning, leveling system, eight TVs & Blu-Ray system and custom interior.	S40MED3031513	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS WITH 29.5' LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. BACK-UP CAMERA SYSTEM. PULL OUT ALUMINUM ENTRY STAIRS. LED EMERGENCY LIGHTING PACKAGE. THREE SLIDE-OUTS. CONFERENCE ROOM TABLE WITH SEATING FOR EIGHT. FIVE WORKSTATIONS. 13 OFFICE CHAIRS, TWO COMMAND AREAS SEPARATED BY POCKET DOORS. CUSTOM FABRICATED ALUMINUM CABINETS. SIXTEEN LED TV/MONITORS. ONE LARGE TOUCH SCREEN TV. MULTI-FUNCTION PRINTER, 24" PRINTER. NON-REFLECTIVE VINYL GRAPHICS PACKAGE. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. WEATHERPROOF EXTERIOR DOOR TO ACCESS EXTERIOR CONNECTIONS AND EQUIPMENT, COMPUTER NETWORK WITH VOIP TELEPHONE SYSTEM. MULTI-CAMERA SURVEILLANCE SYSTEM. MAST WITH PTZ NETWORK CAMERA. WIRING PREPS FOR COMMUNICATIONS RADIOS. EXTERIOR COMPARTMENTS, TWO AWNINGS, ROOF ACCESS, AND LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	C40MCC303429	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A DIESEL CONVENTIONAL CAB CHASSIS WITH 29' 6" LOAD SPACE ALL ALUMINUM DRY VAN BODY. LED EMERGENCY LIGHTING PACKAGE. BACKUP CAMERA. ONE SLIDE-OUT. GALLEY WITH SINK, MICROWAVE, COFFEE MAKER, AND REFRIGERATOR. LAVATORY. FOUR WORKSTATIONS. CONFERENCE TABLE FOR SIX, CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL, SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO LED TV'S, ONE LARGE TOUCH SCREEN TV, DVR. WEATHERPROOF EXTERIOR DOOR COMPARTMENT WITH LED TV FOR OUTSIDE BRIEFING AREA. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. MAST WITH PTZ NETWORK CAMERA. RADIO PREPS. VOIP TELEPHONE SYSTEM AND COMPUTER NETWORK. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, AND LEVELING SYSTEM.	SS40FC1S-CC	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A WALK-IN VAN CHASSIS WITH 30' LOAD SPACE ALL ALUMINUM STEP VAN BODY. BACK-UP CAMERA SYSTEM. LED EMERGENCY LIGHTING PACKAGE. FIVE WORKSTATIONS WITH CHAIRS. ONE SLIDE-OUT. BENCH SEATING WITH CONFERENCE TABLE LOCATED IN REAR. CUSTOM FABRICATED CABINETS WITH DRY ERASE. GALLEY WITH MICROWAVE, REFRIGERATOR, AND COFFEE MAKER. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. THREE LED TV'S, DVR. PROVISIONS FOR FUTURE MAST AND COMMUNICATION RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK. INTEL-I-TOUCH CONTROL WITH TOUCH SCREEN INTERFACE. EXTERIOR STORAGE, AWNING, ROOF ACCESS AND LEVELING SYSTEM.	SS40RC1S-SV	Freightliner	3.70%
45' Cab/Chassis Command Vehicle with workstations, conference room, 4 slideouts, galley, lavatory, electronics rack, mast and camera system, monitors, radios, VSAT satellite, telephone/computer network, exterior storage compartments, generator, HVAC, technology network systems and emergency lighting package. PRICE INCLUDES FEDERAL EXCISE TAX.	C45MCC101915	Freightliner	3.70%
45' mobile medical unit on commercial coach platform w/ seating for 4 passengers. Wheelchair access door w/ lift. Add'l side entry door. Two exam rooms with exam tables, Welch Allyn wall sets, sinks and seating. Check in area w/ aluminum cabinetry and sink. Additional features include: galley w/ microwave and fridge, pressurized water system, aluminum cabinetry throughout, air conditioning, 25 kw generator and full electrical distribution system, medical freezer, two awnings, and more!	M45MED-34399	Berkshire	3.70%
4X4 CAB CHASSIS 33,000-LB GVWR, 300 HP, ALLISON 3000 TRANSMISSION, 50 GAL FUEL TANK, STEEL WHEELS, 20 KW GENERATOR, COLOR BACK-UP CAMERA, BENCH SEATING, 3 WORKSTATIONS W/ OFFICE CHAIRS, ALUMINUM CABINETS, 1 PRV, 2 AIR CONDITIONERS, 2 DIESEL FURNACES, 8 LAND/ 1 FAX, 6 WIRELESS IP PHONES, 4 VOIP DESK PHONES, VOIP PHONE SYSTEM, PREWIRE 8 RADIOS, ANTENNA RACE WAY, ANTENNA TERMINATION PANEL, HIGH SPEED INTERNET DISH, 2 TVS/DVR/ 2 DSS MODULATED AUDIO/VIDEO SYSTEM, 7 PREWIRE CAT 6 COMPUTER NETWORK WITH FAX/SCAN/PRINTER, 4 PERSON CONFERENCE AREA, 25' MAST W/VIDEO CAMERA, MAST SAFETY SYSTEM, WEATHER STATION, 2 NETWORKED CLOCKS. 2 KWIK-RAZE LIGHTS. COMMAND STROBE. LED EMERGENCY	MCC181436	Freightliner	3.70%

LIGHTS, ROOF ACCESS LADDER, EXTERIOR WORKSTATION, SCENE LIGHTING, ELECTRIC AWNING, EXTERIOR STORAGE, EXTERIOR GRAPHICS, LEVELING SYSTEM, PERIMETER FLOOD LIGHTS, ALARM SYSTEM

4x4 Crew cab diesel 19,500 lb GVW chassis with all-aluminum welded 12' body. Includes NFPA treadplate roof. Class IV receiver hitch. Custom running boards and rear bumper, LED clearance lights, 12,000 lb winch, Back-up camera, Air horns, Aluminum box pan shelves mounted on adjustable rails, LED scene lights, Telescoping light poles (4), emergency lighting package w/ lightbar, wireless gateway, exterior storage compartments w/ adjustable shelving and slide-out storage shelves, 4 vertical slide-out storage panels, all surfaces coated w/ spray in bed liner, 2 SCBA holders, LED lighting in all compartments	C22EEQ-33732	Ford	3.70%
86/148 Type III Sprinter "LE"	Sprinter	Leader	3%
92/145 Type III Ford "SE"	SE	Leader	3%
94/148 Type III Ford "LE"	LE	Leader	3%
96/150 Type I Ford "LE"	LE	Leader	3%
96/170 CCT Type III Ford	CCT	Leader	3%
96/170 Type III Ford "LE"	LE	Leader	3%
96/173 Type I Ford "LE"	LE	Leader	3%
A/C Service	Ambulance Type I, II, III	Siddons-Martin Emergency Group	NA
A/C Service	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
ALS Response Vehicle, Ford F350, 80" walk around aluminum body, 16 compartments, painted, console, emergency lighting.	AM2XSB06	First Priority	10%
ALS Response Vehicle, GMC 3500HD Crew Cab, 80" walk around aluminum body, 7 compartments, painted, console, emergency lighting.	AM2XSB07	First Priority	10%
Ambulance Parts, Service Related (% off MSRP)	AMBPARTS	Varies	6%
Base NWEV Remount Package for Medium Duty, Freightliner/International (Short and Long Wheelbase)	Medium Duty International, Freightliner	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type I Ford, Ram, Silverado 3500. (Short and Long Wheelbase)	Type I Ford, Ram, Silverado	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type III Ford or Chevrolet/GM Chassis (Short and Long Wheelbase)	Type III Ford, GM, Mercedes	American Response Vehicles (ARV)	5%
BearCat G2 Armored Tactical Vehicle, F-550 chassis, 131" WB	BearCat G2	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G2 Pro	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G2 Core	Lenco Industries, Inc.	6%
BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition	BearCat G3	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G3 Pro	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G3 Core	Lenco Industries, Inc.	6%
C34MED24-14, 34' 1 Room Mobile Clinic on a conventional cab chassis 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and	C34MED24042413	Ford	3.70%

a 24' load space all aluminum body.

CAB CHASSIS, 39,000-LB GVWR, 330 HPSINGLE REAR 23,000# AXLE, ALLISON 3000 EVS TRANSMISSION, AIR RIDE, AIR BRAKE, DUAL 50 GAL FUEL TANKS, ALUMINUM WHEELS, 1 FRONT & 1 REAR SLIDE-OUT, 25 KW GENERATOR, MULTIPLEX CONTROL SYSTEM, LED INTERIOR LIGHTING, 2 PRV, 3 AIR CONDITIONERS, GALLEY, 5 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE ROOM, CAMERA/MICROPHONE IN CONFERENCE ROOM, DRY ERASE BOARDS, 6 TVS, 2 LARGE TOUCH SCREEN TVS, DVR, TWO 25' MASTS W/ NETWORK VIDEO CAMERAS, LAPTOPS & DOCKING STATIONS, CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, 24" PRINTER, EQUIPMENT RACK,4G ROUTER, SATELLITE DATA SYSTEM, WEATHER STATION, PREWIRE FOR 12 RADIOS, ANTENNA PATCH PANEL & RACEWAY, 4 FIXED WIRELESS PREPS/ 3 LAND LINES/ PREWIRE 1 SATELLITE PHONE, SATELLITE TV/ 2 DSS/ PBX PHONE SYSTEM, LEVELING SYTEM, 2 TRI-POD LIGHT TOWERS, EMERGENCY LIGHTING, SCENE LIGHTING, LOWER PERIMETER LIGHTING	MCC281880	Freightliner	3.70%
CAB CHASSIS, 54,600-LB GVWR, DIESEL, 505 HP, ALLISON 4500 EVS TRANSMISSION, 100 GAL FUEL TANK, 25 KW GENERATOR, BACKUP CAMERA, CUSTOM CAB CONSOLE, 2 SLIDEOUTS, KEYLESS ENTRY, GALLEY, ALUMINUM CABINETS, WIREMOLD RACEWAY, 6 WORKSTATIONS W/OFFICE CHAIRS, BENCH SEATING, ELECTRONICS RACKS W/EXT. ACECSS, INTERIOR ROLL-UP DOOR W/SHELVING, MULTIPLEX CONTROL SYSTEM, 3 PRVS, 4 ACS, 2 DIESEL HEATERS, 1 ELECTRIC HEATER, 9 TVS, 2 LARGE TOUCH SCREEN TVS, TV ANTENNA, MODULATED AV SYSTEM, EXT AV INPUT/OUTPUTS, PREWIRE DSS ANTENNA, PREWIRE VSAT DATA ANTENNA, DVR, PREWIRE 4 DSS RECEIVERS, PERIMETER CAMERA SYSTEM, 8 LANDLINES, MAST W/CAMERA, PREWIRE 20 RADIOS, 2 SATELLITE RADIOS, PREWIRE INTEROPERABILITY SYSTEM, ANTENNA RACEWAY & PATCH PANNEL, PREWIRE 18 CAT 6, PASS THROUGH, 4 TRI-POD LIGHTS, NIGHT SCAN TOWER, EMERGENCY LIGHTING, SCENE LIGHTS, GROUND STAKE, PA SYSTEM, WEATHER STATION, 2 AWNINGS, EXT STORAGE, LADDER, ALARM SYSTEM, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC302200	Kenworth	3.70%
CAB CHASSIS, 6X6, 49,000-LB GVWR, 350 HP, ALLISON 3000 EVS TRANSMISSION, 50 GAL FUEL TANK, GPS, 25 KW GENERATOR, CAB WALK THROUGH, BACK-UP CAMERA. 4 CAMERA PERIMETER SURVEILLANCE, CUSTOM CAB CONSOLE, KEYLESS ENTRY, 2 SLIDE OUTS, 7 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE TABLE W/ 4 OFFICE CHAIRS, ALUMINUM CABINETS, GALLEY/LAVATORY, 2/PRV, 4/AC'S, 2/DIESEL HEATERS, 1/ELECTRIC HEATER, MULTIPLEXED ELECTRICAL SYSTEM, 25 TV'S, LARGE TOUCH SCREEN TV, SATELLITE TV DISH W/ 3 RECEIVERS, TV ANTENNA, MODULATED A/V SYS, PBX PHONE SYS W/ 9 PHONES, BROADBAND SATELLITE, MAST W/ CAMERA & ANTENNA PREPS, PREWIRE 12 RADIOS, ANTENNA RACEWAY, CAT 6 COMPUTER NETWORK WITH MULTI-FUNCTION PRINTER, WIRELESS NETWORK, ELECTRONICS RACKS, RADIO INTEROPERABILITY, EXT. STORAGE, WEATHER STATION, NIGHT SCAN LIGHT TOWER, AWNING, LADDER, LEVELING SYS, EMERGENCY LIGHTING, SIREN, SCENE LIGHTS, GRAPHICS. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC332576	Freightliner	3.70%
CAB/CHASSIS MOBILE OUTREACH VEHICLE WITH A 24' LONG ALL ALUMINUM BODY WITH A WHEELCHAIR LIFT, AWNING, LAVATORY AREA, WORKSTATIONS AND SEATING AREA.	C34ORC022415 - chg model #	Freightliner	3.70%
Chassis 250 hour/ 6-month or 7500 miles	Ambulance Type I, II, III	Siddons-Martin Emergency Group	NA
Chassis Service Preventative Maintenance	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
Chevrolet 2148 Warrior III G3500 - Gas + Conversion		Osage	12%
Chevrolet 2168 Super Warrior III G4500 - Gas + Conversion		Osage	12%
CHEVROLET SILVERADO SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV09	VCI Emergency Vehicle Specialists	5%
CHEVROLET SUBURBAN FLEET CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV08	VCI Emergency Vehicle Specialists	5%
Chevrolet Tahoe SSV Chassis 4x4, Command Vehicle	Maverick	FLYMOTION, LLC	2%

CHEVROLET TAHOE SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV07	VCIC Emergency Vehicle Specialists	5%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84CA" w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%

Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy G-3500 Paraliner Type III 147" Body NA 75	Paraliner	Life Line	3%
Chevy G-4500 Superliner Type III 167" Body NA 72	Superliner	Life Line	3%
Chevy G-4500 Superliner Type III 171" Body NA 73	Superliner	Life Line	3%
Chevy G-4500 Victoryliner Type III 167" Body NA	Victoryliner	Life Line	3%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Chevy HD 4500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy HD 5500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy T-III Remount Standard Package (includes Mirrors) - NON-OSAGE MODULE		Osage	12%
Chevy T-III Remount Standard Package (includes Mirrors) - OSAGE MODULE		Osage	12%
Chief XL Type I: Chevy 5500 4x2 / 189" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module-Sliding Side Door / Diesel	BCXI-C5500	Braun	5.0%
Chief XL Type I: Ram 5500 4x2 / 192" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module-Sliding Side Door / Diesel	BCXLI-R5500	Braun	5.0%
Chief XL Type I: Ford F-450 4x2 / 193" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F450	Braun	5.0%
Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F550	Braun	5.0%
Chief XL Type III: Chevy G-4500 / 159" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-C4500	Braun	5.0%
Chief XL Type III: Ford E-450 4x2 / 158" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-E450	Braun	5.0%
Command Center, Medium duty, 26000 lb GVWR, Aluminum modified dry freight body, 28ft, aluminum interior cabinets, work stations, 120v power.	AM2XSC14	First Priority	10%
Command upfit 2021+ Chevy Tahoe	Chief 2 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2015+ Ford F-150	Chief 1 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2019+ Chevy Silverado	Chief 3 Upfit	Alpha One Firetrucks, LLC	5%
Commercial cutaway chassis 24' overall length, two rooms for workstations and conference area, can be used for HNT, command, etc. Three TVs, galley area, bench seating, cabinets, generator & shore power.	SS24RC-CC	Ford	3.70%
Commercial utility body, Ford F-550 11ft walk-in body, steel, painted, 9 compartments, console, emergency lighting.	AM2XSB09	First Priority	10%
CONVENTIONAL CAB CHASSIS, 49,000-LB GVWR, TANDEM, 330 HP, ALLISON 3000 TRANSMISSION, DUAL 50 GAL FUEL TANKS, 20 KW GENERATOR, GALLEY, LAVATORY, FRONT AND REAR SLIDE-OUTS, 3 WORKSTATIONS WITH 3 STOOLS, BENCH SEATING, ALUMINUM CABINETS, 13 FLOOR DRAINS, LARGE EXPANDABLE HOLDING CELL, 5 TRANSIT SEATS, INTERIOR SURVEILLANCE PACKAGE, 1 DRE AREA, 4 BREATH TESTING AREAS, 3 PRVS, 4 AIR CONDITIONERS, 3 ELECTRIC HEATERS, 1 TV/1 DVR, 9 PREWIRE CAT 6 COMPUTER NETWORK WITH 9	BATMCC331759	Freightliner	3.70%

DOCKING STATIONS, 2 FAX/SCAN/PRINTER, 1 FIXED WIRELESS PREP/1 PHONE, PREWIRE 1 RADIO, 9 RADIO MODEMS. PRICE INCLUDES FEDERAL EXCISE TAX.

CREW CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 12 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, 4 ROLL-UP DOORS, BACKUP CAMERA, CUSTOM CONSOLE IN CAB, GALLEY W/MICROWAVE & REFRIGERATOR, ALUMINUM CABINETS, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, BOX PAN SHELVES W/DRI-DEK, ELECTRONICS RACK, SCBA QUICK-STORAGE RACK, 1 PRV, 2 ACS, 1 DIESEL FURNACE, 2 TRI-POD LIGHTS, 1 CORD REEL, 3 TVS/1 DVR, PREWIRE 2 RADIOS, 4 SURVEILLANCE CAMERAS, MODULATED AV SYSTEM, 2 MASTS, PREWIRE FOR MICROWAVE RECEIVER AND ANTENNA, NETWORK MAST CAMERA, ALARM SYSTEM, PASS THROUGH, EXTERIOR STORAGE, EMERGENCY LIGHTING, SCENE LIGHTS, EXTERIOR LADDER, AWNING, LEVELING SYSTEM, EXTERIOR WORKSTATION W/MONITOR	EODMCC202488	Freightliner	3.70%
Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	CRU-22	Frontline Communications	5.5%
Custom Command Center, 30 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom Command Center, 40 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom response unit on a Ford F650, diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Ford F650, diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FL	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FL	10-75 Emergency Vehicles	10%
Customer Supplied Type I Chevy K3500 4x2 Diesel chassis plus Customers ambulance module	AM20SE13	First Priority	10%
Customer Supplied Type I Chevy K3500 4x2 Gas chassis plus Customers ambulance module	AM20SE15	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Diesel chassis plus Customers ambulance module	AM20SE14	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Gas chassis plus Customers ambulance module	AM20SE16	First Priority	10%
Customer Supplied Type I Chevy K4500 4x2 Diesel chassis plus Customers ambulance module	AM20SE17	First Priority	10%
Customer Supplied Type I Chevy K4500 4x4 Diesel chassis plus Customers ambulance module	AM20SE18	First Priority	10%
Customer Supplied Type I Dodge R4500 4x2 chassis plus Customers ambulance module	AM20SE19	First Priority	10%
Customer Supplied Type I Dodge R4500 4x4 chassis plus Customers ambulance module	AM20SE20	First Priority	10%
Customer Supplied Type I Ford F350 4x2 Diesel chassis plus Customers ambulance module	AM20SE05	First Priority	10%
Customer Supplied Type I Ford F350 4x4 Diesel chassis plus Customers ambulance module	AM20SE06	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Diesel chassis plus Customers ambulance module	AM20SE07	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Gas chassis plus Customers ambulance module	AM20SE09	First Priority	10%
Customer Supplied Type I Ford F450 4x4 Diesel chassis plus Customers ambulance module	AM20SE08	First Priority	10%

Customer Supplied Type I Ford F450 4x4 Gas chassis plus Customers ambulance module	AM20SE10	First Priority	10%
Customer Supplied Type I Ford F550 4x2 Die+E13:E25sel chassis plus Customers ambulance module	AM20SE11	First Priority	10%
Customer Supplied Type I Ford F550 4x4 Diesel chassis plus Customers ambulance module	AM20SE12	First Priority	10%
Customer Supplied Type I Med Duty F600 Diesel chassis plus Customers ambulance module	AM20SE23	First Priority	10%
Customer Supplied Type I Med Duty Freightliner Diesel chassis plus Customers ambulance module	AM20SE22	First Priority	10%
Customer Supplied Type I Med Duty International Diesel chassis plus Customers ambulance module	AM20SE21	First Priority	10%
Customer Supplied Type III Chev G3500 chassis plus Customers ambulance module	AM20SE03	First Priority	10%
Customer Supplied Type III Chev G4500 chassis plus Customers ambulance module	AM20SE04	First Priority	10%
Customer Supplied Type III Ford E350 chassis plus Customers ambulance module	AM20SE01	First Priority	10%
Customer Supplied Type III Ford E450 chassis Customers ambulance module	AM20SE02	First Priority	10%
Discount of 3M Graphics Material Published MSRP Pricing	VARIES	3M Company	6%
Discount off Brigade Camera Published MSRP Pricing	VARIES	Brigade Camera	6%
Discount off Buckstop Published MSRP Pricing	VARIES	Buckstop	6%
Discount off CompX Lock Products Published MSRP Pricing	VARIES	CompX	6%
Discount off Cradlepoint Published MSRP Pricing	VARIES	CradlePoint	6%
Discount off Firecom Published MSRP Pricing	VARIES	Firecom	6%
Discount off Gamber Johnson Published MSRP Pricing	VARIES	Gamber Johnson	6%
Discount off Knox Products Published MSRP Pricing	VARIES	Knox	6%
Discount off Kussmaul Published MSRP Pricing	VARIES	Kussmaul	6%
Discount off Liquid Spring Products Published MSRP Pricing	VARIES	Liquid Spring	6%
Discount off OnSpot Products Published MSRP Pricing	VARIES	OnSpot	6%
Discount off Oralite Graphics Products Published MSRP Pricing	VARIES	Oralite	6%
Discount off Progressive Dynamics Published MSRP Pricing	VARIES	Progressive Dynamics	6%
Discount off Rosco Vision Published MSRP Pricing	VARIES	Rosco Vision	6%
Discount off Sound Off Published MSRP Pricing	VARIES	Sound Off	15%
Discount off Technimount Published MSRP Pricing	VARIES	Technimount	6%
Discount off Warn Published MSRP Pricing	VARIES	Warn	6%
Discount off Westin Published MSRP Pricing	VARIES	Westin	6%
Discount off Whelen Published MSRP Pricing	VARIES	Whelen	10%
Discount off Willburt Published MSRP Pricing	VARIES	Willburt	6%
DODGE DURANGO PURSUIT, AWD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV06	VCI Emergency Vehicle Specialists	5%
Dodge RAM Type-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
Dodge RAM Type-I Remount Standard Package - OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - NON-OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - OSAGE MODULE		Osage	12%
E450 ENCLOSED COMPARTMENTALIZED BODY FOR CRIME SCENE INVESTIGATION	CF013CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Henry LLC	5%

HOUSTON, LLC			
ELECTRIC TRANSIT SUPPORT UNIT WITH CUSTOM INTERIOR AND SHELVING; GRAPHICS	CF020 E-TRANSIT SUPPORT VEHICLE	Chastang Enterprises-Houston, LLC	5%
Emergency Response Unit, Ford F550, 108" walk-around steel body, 7 compartments, painted, console, emergency lighting.	AM2XSB01	First Priority	10%
Emergency Response Unit, Ford F550, 144" walk-around steel body, 9 compartment, painted, console, emergency lighting.	AM2XSB02	First Priority	10%
Emergency Response Unit, Freightliner Medium Duty Chassis with 20ft length custom aluminum apparatus body, 10 compartments, roll doors, painted, console, emergency lighting.	AM2XSB08	First Priority	10%
EOD MOBILE COMMAND UNIT ON A COMMERCIAL CUTAWAY VAN WITH 14' LONG LOAD SPACE CUSTOM DRY VAN BODY. LED EMERGENCY LIGHTING. ONE WORKSTATION WITH CHAIR. ROBOT STORAGE WITH TIE DOWNS AND FOLDING RAMP AT REAR OF VEHICLE. REFRIGERATOR. CUSTOM FABRICATED ALUMINUM CABINETS FOR VARIOUS STORAGE USES. HVAC, AC ELECTRICAL SYSTEM WITH 2800 WATT INVERTER, 12VDC ELECTRICAL SYSTEM. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS.	SS23EEQ-CC	Ford	3.70%
EOD/MOBILE COMMAND CENTER. CONVENTIONAL CAB CHASSIS, 33,000-LB GVWR, 330 HP, ALLISON 3000 EVS TRANSMISSION, DUAL 40/50 GAL FUEL TANKS, 12 KW GENERATOR, ELECTRIC WINCH, SIDE LIFT GATE, GRAPHICS, BACK-UP CAMERA, DOOR AJAR LIGHT, REFRIGERATOR, 2 CHAIRS, ALUMINUM CABINETS, 2 AIR CONDITIONERS, 2 TRIPOD LIGHTS, LIGHT TOWER, 4 LED TVS, DVR, PREWIRE DSS RECEIVER, TV ANTENNA, MODULATED VIDEO SYSTEM, 26 FT MAST W/NETWORK CAMERA, 3 RADIO PREWIRES, 2 LAND LINE PHONES, 2 FIXED WIRELESS PREPS, COMPUTER NETWORK, MULTI-FUNCTION PRINTER, ALARM SYSTEM, WEATHER STATION, GPS, EXTERIOR COMPARTMENTS, AWNING, ROOF ACCESS LADDER, LEVELING SYSTEM. CUSTOM FABRICATED CAB CONSOLE. INCLUDES ROBOT STORAGE AREA.	EODMCC241954	International	3.70%
EXPEDITION XL SSV COMMAND UNIT WITH EMERGENCY LIGHTING; GRAPHICS	CF005 EXPEDITION SSV EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
EXPLORER POLICE INTERCEPTOR COMMAND UNIT WITH EMERGENCY LIGHTING, GRAPHICS	CF006 EXPLORER INTERCEPTOR EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
Express Plus Type I: Chevy 4500HD 4x2 / 165"WB / 72"HR/150"L Full Seam	BEP1-C	Braun	5.0%
Express Plus Type I: Dodge Ram R-4500 4x2 / 168.5" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-D	Braun	5.0%
Express Plus Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-F	Braun	5.0%
Express Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEPIII-C	Braun	5.0%
Express Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEPIII-F	Braun	5.0%
EXTENDED CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 8 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, CRAWL THROUGH, BACKUP CAMERA, ALUMINUM CABINETS, CUSTOM CONSOLE IN CAB, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, 1 PRV, 2 AIR CONDITONERS, 1 ELECTRIC HEATER, 1 DIESEL FURNACE, 3 TVS/1 DVR, PREWIRE 2 RADIOS, PREWIRE ROBOT ANTENNA, ALARM SYSTEM, EMERGENCY LIGHTING, SCENE LIGHTS, AWNING, EXTERIOR WORKSTATION	EODMCC202174	Freightliner	3.70%
F-Series T-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
F-Series T-I Remount Standard Package - OSAGE MODULE		Osage	12%
F150 Lightning EV Response	FL-EV-F150-RSP	FastLane	6%
F150 Lightning EV Command	FL-EV-F150-CMD	FastLane	6%
F150 POLICE RESPONDER EQUIPPED WITH EMERGENCY LIGHTING AND GRAPHICS	CF001 F150 RESPONDER RAPID RESPONSE /	Chastang Enterprises-Houston LLC	5%

	COMMAND		
F150 SPECIAL SERVICE VEHICLE WITH EMERGENCY LIGHTING; GRAPHICS	CF004 F150 SSV QUICK RESPOSE UNIT	Chastang Enterprises-Houston, LLC	5%
F250 RESPONSE COMMAND VEHICLE; GAS ENGINE	CF002 F250 RAPID RESPONSE / SCENE COMMANDER UNIT	Chastang Enterprises-Houston, LLC	5%
F350 9' CRIME SCENE UNIT; TRANSPORTATION AND STORAGE OF CRIME SCENE INVESTIGATIVE EQUIPMENT	CF014 CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Houston, LLC	5%
F350 RESPONSE / RESCUE ; GAS ENGINE	CF003 F350 RESPONSE UNIT	Chastang Enterprises-Houston, LLC	5%
F550 ASSESS EMERGENCY OR DISASTER STUATION FROM AN ELEVATED VANTAGE POINT	CF019 DISASTER ASSESSMENT VEHICLE	Chastang Enterprises-Houston, LLC	5%
F550 WITH 12' TEMPERATURE CONTROLLED BODY; WALL MOUNTED GURNEYD AND LIFE SUPPORT FOR CASUALTY REMOVAL FROM A DISASTER AREA	CF007 EPEU - EMERGENCY PATIENT EVACUATION	Chastang Enterprises-Houston, LLC	5%
F600 WITH 12' REFRIGETATED TO MORGUE LEVEL DESIGNED TO TRANSPORT OR PROVIDE STORAGE FOR DISASTER CASUALTIES	CF008 CEU - CADAVER EVACUATION UNIT	Chastang Enterprises-Houston, LLC	5%
F750 WITH CUSTOM HIGH WATER RESCUE BODY	CF010 F750 HIGH WATER RESCUE	Chastang Enterprises-Houston, LLC	5%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-RM	10-75 Emergency Vehicles	10%

Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-7AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-8AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-RM	10-75 Emergency Vehicles	10%
FastLane Manufactured Parts (% off MSRP)	FLEVPARTS	FastLane	6%
First Responder (UCV) Remount on Customer Provided Chassis	First Responder (UCV) Remount	Frazer, Ltd.	0%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%

Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior III E350 - GAS + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super-Warrior III E450 GAS + Conversion		Osage	12%
FORD 550 WITH 11' BODY AND GENERATOR POWER AND HOOK UPS DESIGNED TO POWER A COMMAND STATION	CF016 DPU - DISASTER POWER UNIT	Chastang Enterprises-Houston, LLC	5%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Ford E-350 Paraliner Type I 147" Body NA 78	Paraliner	Life Line	3%
Ford E-350 Paraliner Type III 147" Body NA 74	Paraliner	Life Line	3%
Ford E-450 - Gas	Type III	Excellance	1.00%
Ford E-450 100" CA, 166" Box - Gas	Type III L	Excellance	1.00%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-450 Superliner Type III 167" Body NA 70	Superliner	Life Line	3%
Ford E-450 Superliner Type III 171" Body NA 71	Superliner	Life Line	3%
Ford E-450 Victoryliner Type III 167" Body NA 76	Victoryliner	Life Line	3%
FORD EXPEDITION MAX SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV03	VCI Emergency Vehicle Specialists	5%
Ford Expedition MAX, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EXMAX	10-75 Emergency Vehicles	10%
FORD EXPEDITION SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV02	VCI Emergency Vehicle Specialists	5%
Ford Expedition, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EX	10-75 Emergency Vehicles	10%
Ford Expedition, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EX	10-75 Emergency Vehicles	10%
FORD F-150 CREW CAB SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV04	VCI Emergency Vehicle Specialists	5%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%

	(UCV) - 10'		
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 4x2 - Diesel	Type I	Excellance	1.00%
Ford F-450 4x2 108" CA, 172" Box - Diesel	Type IL	Excellance	1.00%
Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%

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

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

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



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

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

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

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING 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.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Commit funds as future port security grant matching funds.

Amount of Contract:

Funding Source

General fund operating account.

ATTACHMENTS:

1. Budget Amendments Resolution - PD PS Grant 9-16-2025
2. Budget Amendments Resolution - PD PS Grant 9-16-2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile periodically designates funds as match money to support the receipt and use of port security grant funds; and

WHEREAS, there exist in the FY 2025 police department budget available funding to commit funds as port security grant match funds; and

WHEREAS, these funds will support and enhance the city's port security efforts; 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 FY 2025 line item 1004 1542 40010 (regular pay, police support services) by \$250,000.

Transfer \$250,000 from the general fund operating account to the port security grant fund (fund 5309).

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile periodically designates funds as match money to support the receipt and use of port security grant funds; and

WHEREAS, there exist in the FY 2025 police department budget available funding to commit funds as port security grant match funds; and

WHEREAS, these funds will support and enhance the city's port security efforts; 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 FY 2025 line item 1004 1542 40010 (regular pay, police support services) by \$250,000.

Transfer \$250,000 from the general fund operating account to the port security grant fund (fund 5309).

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Hunter Whiddon is re-appointed to the Citizens Parks and Recreation Advisory Committee effective immediately for a term ending September 17, 2027.

Adopted:

City Clerk

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, William S. Stimpson, Mayor, pursuant to Mobile City Code Section 44- 72(c), has nominated the below named individuals to serve on the Mobile Historic Development Commission;

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby reappoints the following individual to serve on the Mobile Historic Development Commission, as follows:

Jessica Fairley (*At Large*) for a term ending August 2028;

AND hereby appoints the following individuals to serve on the Mobile Historic Development Commission, as follows:

P. Ann Forbes (*Lower Dauphin Street Commercial*) for a term ending August 2028;
John D. Ruzic (*At Large*) for a term ending August 2028.

Adopted:

City Clerk

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1109 ADAMS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 2, 5, 6, 7, 8, 12, 14 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1109 ADAMS STREET** described as:

LOT 11 BLK 25 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W
#MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 462

Last Assessed to: OLOG INC A CORPORATION C/O TOMMY JONES

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 9, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 16, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1109 ADAMS STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **OLOG INC A CORPORATION C/O TOMMY JONES** IS A
PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 462

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOT 11 BLK 25 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W
#MP29 06 40 0 004**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1109 ADAMS STREET

Property Details

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

Survey Results

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

Property Score

Score	70	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/13/21

Noted 5-0-Demolition J

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/21/2025

Property Address: 1109 Adams Street

District No: 2

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

























Affidavit of Mailed Notice



September 9, 2025

State of Alabama
County of Mobile

Subject Property – 1109 Adams Street.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

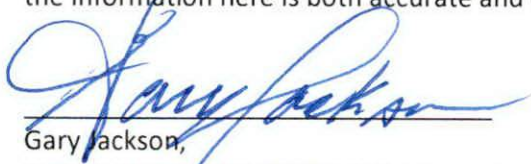
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1109 Adams Street

Date: April 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 24, 2025

Per the Title Report, the owner is: Olog, Inc., a corporation

Notes: I spoke to Tawanna L. Johnson on 4/3/2025. She stated that her father is Tommy Jones, and he owned the company called Olog, Inc. There is not a business by that name on Secretary of State of Alabama's website, but there is a company similar to that in the name of Olog, a closed corporation. She verified the addresses and telephone numbers. She advised she is seeking an attorney in order to change the ownership out of OLOG into her and her father's names. I gave her Miranda Williams' phone number to contact her regarding the condition of the property.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Olog, Inc., A Corporation
c/o David L. Walter
1109 Adams St
Mobile AL 36603-5603 | Subject/location property address – LexisNexis
address good 2003. |
| 2 | Olog, Inc., A Corporation
c/o David L. Walter
169 Mohawk St
Mobile AL 36606 | Addresses listed on Secretary of State of Alabama
website for business and also address listed on
articles of incorporation. |
| 3 | Tommy Jones
1612 Crestwood Dr
Mobile AL 36618-2456 | LexisNexis address good 3/2025 – Revenue
Commission website mailing address good 2009 to
2022 |
| 4 | Tawanna L. Johnson
1512 Devonshire Dr
Mobile AL 36605-5210 | Daughter of Tommy Jones and payer of 2022 and
2023 property taxes. LexisNexis address good
1/2025 – Revenue Commission mailing address
from 2023 to 2025. Phone numbers are 251-222-
9736 and 251-473-2489 verified 4/3/2025 |

**TAX STATUS: 2024 TAXES ARE DELINQUENT AND NEED TO BE
PAID BEFORE MAY 2025 OR GO TO 2024 TAX LIEN SALE**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Olog Inc A Corporation, filed 8/7/2017, recorded 8/19/2017, BK 7544 Pg 81

Lis Pendens – City of Mobile vs Olog Inc A Corporation c/o Tommy Jones, filed 8/10/2018, recorded 9/14/2018, BK 7681 pg 221

Lis Pendens – City of Mobile vs Olog Inc A Corporation c/o Tommy Jones, filed 9/28/2022, recorded 10/13/222, Instrument number 2022065706

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Olog, Inc., A Corporation
c/o David L. Walter
1109 Adams Street
Mobile, AL 36603-5603

July 25, 2025

RE: 1109 Adams Street
Project Number: ME-481-17

Dear Olog, Inc., A Corporation c/o David L. Walter:

On July 21, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1109 Adams Street.

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

LOT 11 BLK 25 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W
#MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 462

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **September 8, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 8, 2025**, provide the Code Official with a work plan to accomplish the repairs by **September 8, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 8, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **September 16, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **313 CALHOUN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 5, 6, 7, 8, 12, 14 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **313 CALHOUN STREET** described as:

**BEG AT SW COR BASIL & CALHOUN ST RUN THEN S-LY ALG W/L
OF CALHOUN ST 26 FT RUN THEN W-LY & PAR WITH BASIL ST 81
FT RUN THEN N-LY & PAR WITH CALHOUN ST 26 FT RUN THEN E-
LY ON S/L OF BASIL ST 81 FT TO PL OF BEG ACC TO SURVEY BY
HENRY S NORDEN DTD 7-13-46 PARCEL A #SEC 40 T4S R1W #MP29
06 40 0 004**

Parcel Number: 29 06 40 0 004 404

Last Assessed to: MASSEY MARCO

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 9, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 16, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **313 CALHOUN STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **MASSEY MARCO** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 404

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: BEG AT SW COR BASIL & CALHOUN ST RUN THEN S-LY ALG W/L OF
CALHOUN ST 26 FT RUN THEN W-LY & PAR WITH BASIL ST 81 FT RUN THEN N-LY & PAR WITH
CALHOUN ST 26 FT RUN THEN E-LY ON S/L OF BASIL ST 81 FT TO PL OF BEG ACC TO SURVEY BY
HENRY S NORDEN DTD 7-13-46 PARCEL A #SEC 40 T4S R1W #MP29 06 40 0 004**

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

313 CALHOUN ST

Property Details

PARCEL KEYX	01668868	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	Y
SURVEY DATE	2/2/2024	COMMENTS	

Property Score

SCORE	55	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-13-24

Noted 5 to 0 for Demolition

MEO: M. Davis

Date: 07/21/2025

Property Address: 313 Calhoun Street **District No:** 2

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





























Affidavit of Mailed Notice



September 9, 2025

State of Alabama
County of Mobile

Subject Property – 313 Calhoun Street.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

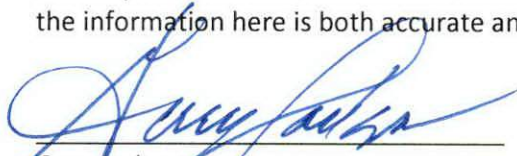
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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



Gary Jackson,
Deputy Director Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 313 Calhoun Street

Date: December 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 18, 2024

Per the Title Report, the owner is: Rosetta Massey

Notes: Rosetta Massey is deceased as of 9/26/2006. Her obit states she had surrogate children. The Revenue Commission website shows Marco Massey as owner by unrecorded Heirship Affidavit and unrecorded Warranty Deed which has grantor as Loletha Reeves. I listed Loletha and Markco aka Marco.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Marco Massey
313 Calhoun St
Mobile AL 36603-5432 | Owner – Location/subject address – LexisNexis
address good 2023 |
| 2 | Markco Massey
532 Tallapoosa St
Mobile AL 36610-2444 | LexisNexis address good 1/2023 |
| 3 | Loletha Massey reeves
1615 Marengo Dr
Mobile AL 36605-2659 | Grantor listed on unrecorded warranty deed –
Phone numbers are 251-422-6119, 659-272-5099,
251-433-2642, 251-423-5523, 205-983-7071 good
2024 |

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024 – TAX LIEN FOR 2023 TAX YEAR OWNED BY ADA DALLAS

- | | | |
|---|--|--|
| 4 | Ada Dallas
2461 N Salvia St
Mobile AL 36606-2004 | Homestead per Revenue Commission – Tax Lien
owner for 2023 tax sale. Phone numbers are 334-
433-1132, 251-281-4337 and 251-281-4367 good
2024 |
|---|--|--|

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Marco Massey, filed 9/17/2024, recorded 12/13/2024, instrument number 2024076189.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Marco Massey
313 Calhoun Street
Mobile, AL 36603-5432

July 25, 2025

RE: 313 Calhoun Street
Project Number: ME-137-24

Dear Marco Massey:

On July 21, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 313 Calhoun Street.

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

**BEG AT SW COR BASIL & CALHOUN ST RUN THEN S-LY ALG W/L
OF CALHOUN ST 26 FT RUN THEN W-LY & PAR WITH BASIL ST 81
FT RUN THEN N-LY & PAR WITH CALHOUN ST 26 FT RUN THEN E-
LY ON S/L OF BASIL ST 81 FT TO PL OF BEG ACC TO SURVEY BY
HENRY S NORDEN DTD 7-13-46 PARCEL A #SEC 40 T4S R1W #MP29
06 40 0 004**

Parcel Number: 29 06 40 0 004 404

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **September 8, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 8, 2025**, provide the Code Official with a work plan to accomplish the repairs by **September 8, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 8, 2025**, which is 45 days from the date of this NOTICE.

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

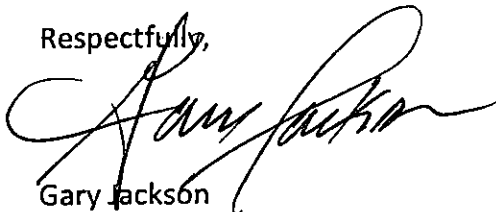
- IV. **NOTICE** is hereby given that on **September 16, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1205 GHENT STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 6, 7, 8 and 14; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1205 GHENT STREET** described as:

SOUTH 50 FT OF LOT 1 BLK 20 TOULMIN TRACT DBK 112 P 175
#SEC 28 T4S R1W #MP29 10 28 4 003

Parcel Number: 29 10 28 4 003 051.001

Last Assessed to: KOF CHURCH INC

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 9, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, September 16, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1205 GHENT STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **KOF CHURCH INC** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 4 003 051.001

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: SOUTH 50 FT OF LOT 1 BLK 20 TOULMIN TRACT DBK 112 P 175 #SEC 28
T4S R1W #MP29 10 28 4 003**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1205 GHENT STREET

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	Y <i>Mayville</i>
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03/14/2025	Comments	

Property Score

Score	82	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-17-25

Noted 4-0 for Demolition
[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/21/2025

Property Address: 1205 Ghent Street **District No:** 2

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





















Affidavit of Mailed Notice



September 9, 2025

State of Alabama
County of Mobile

Subject Property – 1205 Ghent Street.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 9 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over a horizontal line.

Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



KOF Church, Inc.
1205 Ghent Street
Mobile, AL 36605-4849

July 25, 2025

**RE: 1205 Ghent Street
Project Number: ME-011-25**

Dear KOF Church, Inc.:

On July 21, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1205 Ghent Street.

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

**SOUTH 50 FT OF LOT 1 BLK 20 TOULMIN TRACT DBK 112 P 175
#SEC 28 T4S R1W #MP29 10 28 4 003**

Parcel Number: 29 10 28 4 003 051.001

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **September 8, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 8, 2025**, provide the Code Official with a work plan to accomplish the repairs by **September 8, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 8, 2025**, which is 45 days from the date of this NOTICE.

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

IV. **NOTICE** is hereby given that on **September 16, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the

building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

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

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

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1205 Ghent Street

Date: April 25, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 24, 2025

Per the Title Report, the owner is: KOF Church, Inc.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | KOF Church, Inc.
1205 Ghent St
Mobile AL 36605-4849 | Subject/location address |
| 2 | KOF Church, Inc.
PO Box 66358
Mobile AL 36660-1358 | Revenue Commission mailing address – mailing address per deed 6323-10 and Articles of Incorporation 6369-1756 address. LexisNexis address good 2022 |
| 3 | KOF Church, Inc.
Arthur L. Holmes, Sr
457 Houston St
Mobile AL 36606-4366 | Address per Articles of Incorporation and Secretary of AL Website. |
| 4 | KOF Church, Inc.
Arthur L. Holmes
459 Dauphin Island Pkwy
Mobile AL 36606-1232 | Registered Agent Per Articles of Incorporation |
| 5 | KOF Church, Inc.
Jonas Dillard, Sr.
PO Box 6697
Mobile AL 36660-0697 | Trustee per Articles of Incorporation |
| 6 | KOF Church, Inc.
Lisa James
624 Houston St
Mobile AL 36606-4309 | Secretary per Articles of Incorporation |

7 Arthur L. Holmes, Sr
648 Gehrig Ave
Mobile AL 36610-2328

Registered Agent home address – good 11/2024 –
Phone numbers are 251-648-1473 and 251-644-
0846 good 2025.

8 Arthur L. Holmes, Sr
1851 Canal St
Mobile AL 36606-4341

LexisNexis address good 3/25

9 Arthur L. Holmes, Sr
2780 Government Blvd
Mobile AL 36606-2606

LexisNexis address good 4/25

**TAX STATUS: 2024 TAXES ARE DELINQUENT AND DUE
BY MAY 2025 OR WILL BE IN THE TAX LIEN SALE
Parties with recorded liens per Title Report: NONE**

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1966 HALLS MILL ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 6, 7, 8, 14 and 15;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1966 HALLS MILL ROAD** described as:

**PT LOT 14 BLK 2 FULTON HOME DBK 156/427 DESC AS BEG SW
COR SABBATH & RUTH STS RUN S ALG RUTH ST 29.8 FT TO HALLS
MILL RD TH SW ALG RD 105.6 FT TH N ALG PPTY OF AMERICAN
BAKERIES CO 100 FT TO SABBATH ST TH E ALG SAID ST 78 FT TO
BEG #SEC 28 T4S R1W #MP29 10 28 3 002**

Parcel Number: 29 10 28 3 002 092

Last Assessed to: NOBLES ERRICK

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 9, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 16, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1966 HALLS MILL ROAD.**
OWNED BY OR MAY HAVE AN INTEREST: **NOBLES ERRICK** IS A PUBLIC NUISANCE AS SET FORTH
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 3 002 092

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: PT LOT 14 BLK 2 FULTON HOME DBK 156/427 DESC AS BEG SW COR
SABBATH & RUTH STS RUN S ALG RUTH ST 29.8 FT TO HALLS MILL RD TH SW ALG RD 105.6 FT
TH N ALG PPTY OF AMERICAN BAKERIES CO 100 FT TO SABBATH ST TH E ALG SAID ST 78 FT TO
BEG #SEC 28 T4S R1W #MP29 10 28 3 002**

GJ/md



City of Mobile
Blight Survey –Re–Check

Report Date - _____

Property Address

1966 HALLS MILL ROAD

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03/17/2025	Comments	

Property Score

Score	83	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4/14/25

Noted 4w 0 for Demolition



NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/21/2025

Property Address: 1966 Halls Mill Road

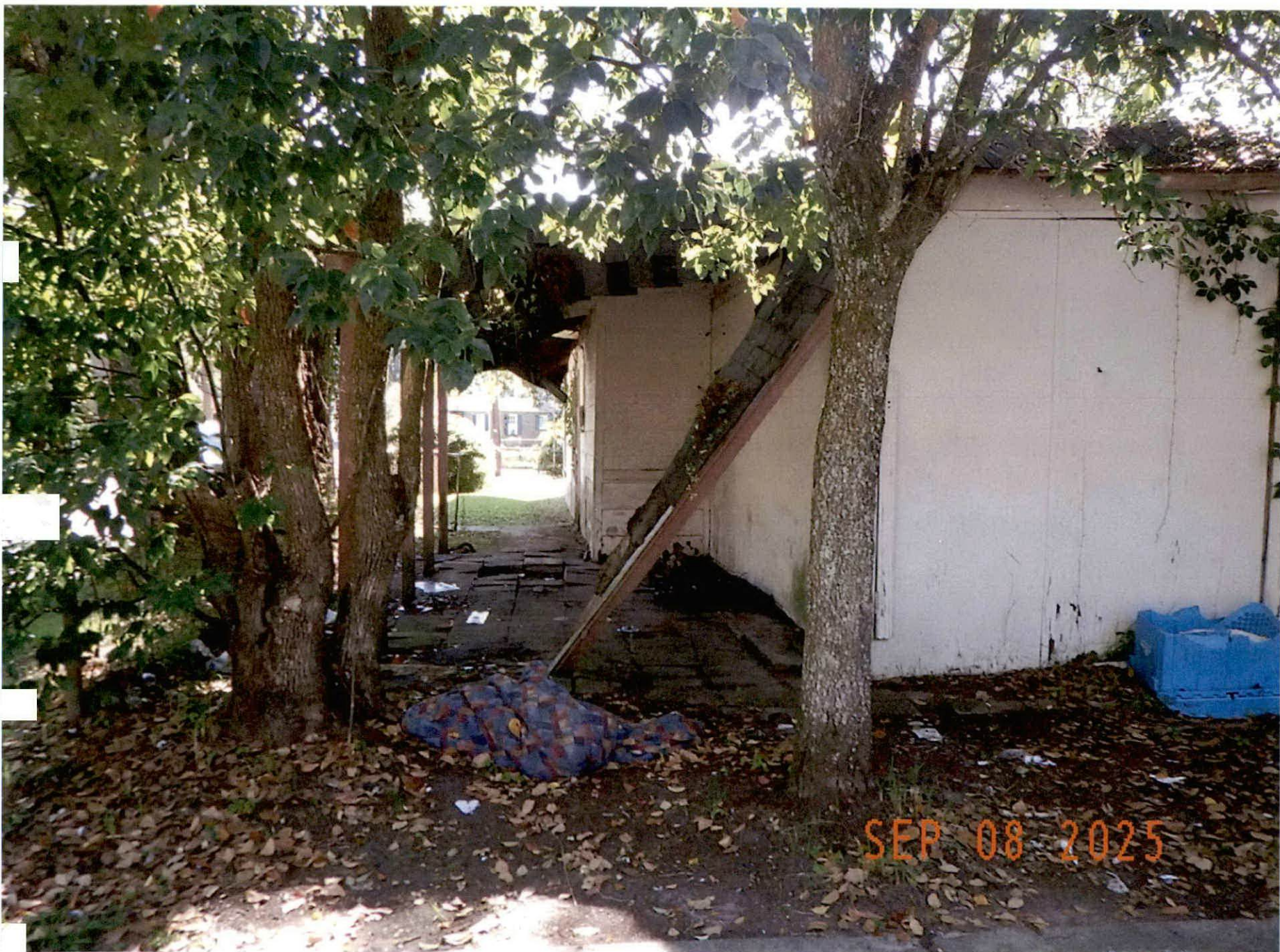
District No: 2

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





























Affidavit of Mailed Notice



September 9, 2025

State of Alabama
County of Mobile

Subject Property – 1966 Halls Mill Road.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

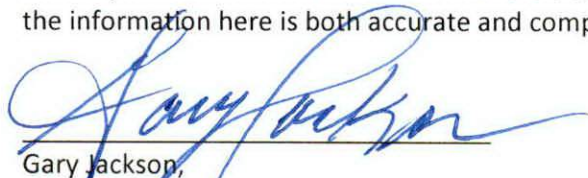
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Errick Nobles
1966 Halls Mill Road
Mobile, AL 36606-1131

July 25, 2025

RE: 1966 Halls Mill Road
Project Number: ME-014-25

Dear Errick Nobles:

On July 21, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1966 Halls Mill Road.

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

**PT LOT 14 BLK 2 FULTON HOME DBK 156/427 DESC AS BEG SW
COR SABBATH & RUTH STS RUN S ALG RUTH ST 29.8 FT TO HALLS
MILL RD TH SW ALG RD 105.6 FT TH N ALG PPTY OF AMERICAN
BAKERIES CO 100 FT TO SABBATH ST TH E ALG SAID ST 78 FT TO
BEG #SEC 28 T4S R1W #MP29 10 28 3 002**

Parcel Number: 29 10 28 3 002 092

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **September 8, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 8, 2025**, provide the Code Official with a work plan to accomplish the repairs by **September 8, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 8, 2025**, which is 45 days from the date of this NOTICE.

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

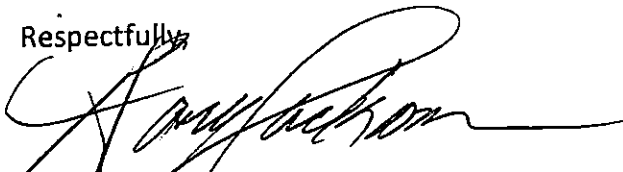
- IV. **NOTICE** is hereby given that on **September 16, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

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

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1966 Halls Mill Road

Date: April 23, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 22, 2025

Per the Title Report, the owner is: Fee simple title is vested in Errick Nobles

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Errick Nobles
1966 Halls Mill Rd
Mobile AL 36606-1131 | Subject/location address – LexisNexis address
good 2023 – Phone numbers are 251-583-6001
and 334-473-9560 good 2025 - Owner |
| 2 | Errick Nobles
1303 Flicker Ct
Mobile AL 36605-1928 | LexisNexis address good 3/2025 |
| 3 | Errick Nobles
PO Box 50606
Mobile AL 36605-0606 | LexisNexis address good 11/2024 – Revenue
Commission mailing address good 2002 - 2025 |

TAX STATUS: 2024 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
33 E. I-65 Service Road South

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *securing* of the structure at **33 E. I-65 Service Road South** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *securing* of the structure **33 E. I-65 Service Road South** to be **\$6,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$6,700.00** shall constitute a special assessment against the property at structure **33 E. I-65 Service Road South** and being that property more particularly described as follows:

LOT 1 COLLEGE PARK SOUTH EASTERN QUADRANGLE NIT 2 MBK 35 P 105 #SEC 24 T4S R2W #MP28 06 24 1 000

Parcel No.: **28 06 24 1 000 005.002**

Owner: **KNA FAMILY LLC, A GEORGIA LMTD
840 MASHBURN DR
ALPHARETTA GA 30022-3507**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **TUESDAY, SEPTEMBER 16, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **securing** of the structure at **33 E. I-65 Service Road South**, for the proposed amount of **\$6,700.00**.

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

Lisa C. Lambert
City Clerk

August 5, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
MES-145-24

LOCATION:
33 E. I-65 Service Road South

Dear Ms. Lambert:

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

Legal Description: LOT 1 COLLEGE PARK SOUTH EASTERN QUADRANGLE UNIT 2 MBK 35 P 105 #SEC
24 T4S R2W #MP28 06 24 1 000

Parcel Number: 28 06 24 1 000 005.002

Amount: ~~\$6,500.00~~ *\$6,700.00*

Assessed: KNA FAMILY LLC, A GEORGIA LMTD
840 MASHBURN DR
ALPHARETTA GA 30022-3507

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

Sincerely yours,

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

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

CC: City Council Member Joel Daves, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1720 Northview Drive

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1720 Northview Drive** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1720 Northview Drive** to be **\$2,500.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,500.00** shall constitute a special assessment against the property at structure **1720 Northview Drive** and being that property more particularly described as follows:

**LOT 1 RESUB OF LOT 2 NORTH VIEW SUB MBK 32 PG 68 #SEC 2 T4S R2W #MP28
01 02 4 001**

Parcel No.: **28 01 02 4 001 045.01**

Owner: **SOUTHERN SENSATION LLC
1621 NORTHVIEW DRIVE
MOBILE AL 36618**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **TUESDAY, SEPTEMBER 16, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1720 Northview Drive**, for the proposed amount of **\$2,500.00**.

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

Lisa C. Lambert
City Clerk

August 5, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-096-24

LOCATION:
1720 Northview Drive

Dear Ms. Lambert:

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

Legal Description: LOT 1 RESUB OF LOT 2 NORTH VIEW SUB MBK 32 PG 68 #SEC 2 T4S R2W #MP28
01 02 4 001

Parcel Number: 28 01 02 4 001 045.01

Amount: ~~\$ 2,300.00~~ \$ 2,500.00

Assessed: SOUTHERN SENSATIONS LLC
1621 NORTHVIEW DRIVE
MOBILE AL 36618

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

Sincerely yours,

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

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

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1220 Satchell Street

Sponsored by: Councilmember Cory Penn, District 1

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1220 Satchell Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1220 Satchell Street** to be **\$2,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,400.00** shall constitute a special assessment against the property at structure **1220 Satchell Street** and being that property more particularly described as follows:

LOT 26 BLK 10 LAFARGUE PL SEC SUB DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel No.: **29 02 44 0 013 366.01**

Owner: **THOMPSON ERIN C/O ANDRETTA WILLIAMS
1218 SATCHELL ST
MOBILE AL 36617**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **TUESDAY, SEPTEMBER 16, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1220 Satchell Street**, for the proposed amount of **\$2,400.00**.

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

Lisa C. Lambert
City Clerk

August 5, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:

ME-106-24

LOCATION:

1220 Satchell Street

Dear Ms. Lambert:

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

Legal Description: LOT 26 BLK 10 LAFARGUE PL SEC SUB DBK 121 P 511 #SEC 44 T4S R1W #MP29
02 44 0 013

Parcel Number: 29 02 44 0 013 366.01

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

Assessed: THOMPSON ERIN C/O ANDRETTA WILLIAMS
1218 SATCHEL ST
MOBILE AL 36617

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

Sincerely yours,

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

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

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, James Roberts, file copy

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Collins Avenue, be given the honorary name of “Honorary Douglas and Mary F. Banks
Way”.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
a portion of Esau Avenue, at the corner of Esau Avenue and Butler Street, be given the
honorary name of “Honorary James Pettaway Avenue”.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

August 2025 FFOM – William C. Mobley (Emp #17261)

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

Adopted:

City Clerk

FIREFIGHTER

OF THE MONTH

William C. Mobley

The Mobile Fire-Rescue Department (MFRD) is proud to honor Fire Service Driver William C. Mobley as the Firefighter of the Month for July 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

July 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

BARRY N. GLISSON
INTERIM FIRE CHIEF

WILLIAM S. STIMPSON
MAYOR, CITY OF MOBILE

Email address	michael.breckenridge@cityofmobile.org
Name of Nominee	William C. Mobley
Rank of Nominee	Driver
Assignment of Nominee	Engine 14
Date of Incident	Jun 21, 2025
Incident Number	F2506210073
Type of Award being requested	Employee of the Month
Summary of Incident / Action	E22 was dispatched for a stroke and arrived to find FF Mobley in the back of a grocery store with an elderly woman. According to the son of the elderly woman FF Mobley, who was off duty, saw the woman pass out while shopping and then proceeded to pick her up and carry her to the back of the store where she was able to regain consciousness. FF Mobley then activated the 9-1-1 process and performed a stroke assessment and remained with the woman until E22 and R22 arrived. In a world where a lot of people might have turned a blind eye FF Mobley even though he was off duty decided to help a stranger in a time of need.
Name of Originator	Michael Breckenridge
Rank of Originator	Captain
Assignment of Originator	Engine 22
I certify that the fact contained in the summery are both known to me and are a matter of record.	Michael David Breckenridge

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These messages are not added in the [premium version](#).

46-1207

2025

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the intersection of Jones Avenue and Carleton Avenue be given the honorary name of "Honorary Woodrow and Nettie Curtis Avenue".

Adopted:

City Clerk

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Aeiker Construction Corporation

Project Name: CIP Crawford-Murphy Park - Splash Pad

Project Number: PR-006-25

Amount: \$394,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Crawford-Murphy Park - Splash Pad

CAPITAL PROJECT #: C1000 (20002000-48010)

CONTRACT AMOUNT: \$394,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-006-25

PROJECT DESCRIPTION: Demolish existing wading pool and provide and install new splashpad

VENDOR NAME: Aeiker Construction Corporation

VENDOR NUMBER: 290374

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)*	<u>Construction</u> **	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: 08/22/2025

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Aeiker Construction Corporation
2759 Mill St.
Mobile, AL 36607
City of Mobile Business License Number: 93998
Secretary of State Registration Number: 000-034-837

for the following Project:
(Name, location and detailed description)

Crawford-Murphy Park - Splashpad
351 South Ann Street
Mobile, Alabama 36604
PR-006-25
Scope: Demolish existing wading pool and provide and install new splashpad.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

WAS Design, Inc
51 Tacon St. Suite E
Mobile, Alabama 36607

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[☒] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[☒] Not later than October twenty seventh, two thousand and twenty five (10/27/2025)

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ninety Four Thousand and 00/100 (\$394,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$379,000.00

Contingency Allowance: \$15,000.00

Total Bid: \$394,000.00

Total Contract Sum: \$394,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance for Splashpad: "fifteen thousand dollars and 00/100" (\$ 15,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit description	Refer to the Unit Price Section Specification	

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

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notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Aeiker Construction Corporation has completed the contract for Crawford-Murphy Park – Splashpad 351 South Ann Street Mobile, Alabama 36604 PR-006-25 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jonathan Aeiker, President
2759 Mill St.
Mobile, AL 36607
Jonathan@Aeiker.com
251-259-7995

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

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- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | | |
|----|---------------------------|---------------------------|
| A. | Bodily Injury by Accident | \$1,000,000 each accident |
| B. | Bodily Injury by Disease | \$1,000,000 each employee |
| C. | Bodily Injury by Disease | \$1,000,000 each policy |
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury and Property Damage | \$1,000,000 combined single limit |
- .6 Such comprehensive policy shall include the following:
- | | | |
|----|---|-------------------|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. | |
| B. | Subcontractor's Operations. | |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. | |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. | |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below | |
| F. | Broad Form Property Damage Coverage, including Completed Operations. | |
| G. | Personal Injury Liability, with employee's exclusions removed. | |
| H. | Explosion and Collapse Hazard: | |
| | Included or | X Not Applicable. |
| I. | Underground Hazard: | |
| | Included or | X Not Applicable. |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and Property damage | \$1,000,000 combined single limit |

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- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and

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termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
CS100	COVER SHEET	5/7/2025
EC100	EXISTING CONDITIONS	5/7/2025
ER100	EROSION CONTROL PLAN	5/7/2025
DP100	DEMOLITION PLAN	5/7/2025
DP200	DEMOLITION ENLARGEMENT	5/7/2025
DP201	DEMOLITION ENLARGEMENT	5/7/2025
DP202	DEMOLITION ENLARGEMENT	5/7/2025
SP100	SITE PLAN	5/7/2025
LG100	LANDSCAPE GRADING PLAN	5/7/2025
LG200	GRADING ENLARGEMENT	5/7/2025
LG201	GRADING ENLARGEMENT	5/7/2025
LG202	GRADING ENLARGEMENT	5/7/2025
LG400	GRADING PROFILES	5/7/2025
LH100	HARDSCAPE PLAN	5/7/2025
LH200	HARDSCAPE ENLARGEMENT	5/7/2025

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LH201	HARDSCAPE ENLARGEMENT	5/7/2025
LH202	HARDSCAPE ENLARGEMENT	5/7/2025
LH500	HARDSCAPE DETAILS	5/7/2025
LH501	HARDSCAPE DETAILS	5/7/2025
LH502	HARDSCAPE DETAILS	5/7/2025
LH503	HARDSCAPE DETAILS	5/7/2025
LH504	HARDSCAPE DETAILS	5/7/2025
LP100	LANDSCAPE PLANTING PLAN	5/7/2025
LP200	PLANTING ENLARGEMENT	5/7/2025
LP201	PLANTING ENLARGEMENT	5/7/2025
LP500	PLANTING DETAILS	5/7/2025
AQ500	AQUATIC ISOMETRIC PLAN	5/7/2025
AQ501	AQUATIC ISOMETRIC PLAN	5/7/2025
AQ502	AQUATIC LAYOUT PLAN	5/7/2025
AQ503	AQUATIC PLUMBING PLAN	5/7/2025
AQ504	AQUATIC DRAINAGE PLAN	5/7/2025
AQ505	AQUATIC ELECTRIC PLAN	5/7/2025
AQ506	AQUATIC DETAILS	5/7/2025
AQ507	AQUATIC CABINET	5/7/2025
E100	ELECTRICAL LEGEND AND SPECIFICATIONS	5/7/2025
E200	EXISTING OVERALL ELECTRICAL PLAN	5/7/2025
E300	MODIFIED OVERALL ELECTRICAL PLAN	5/7/2025
E301	SITE PHOTOMETRIC PLAN	5/7/2025
E400	SPLASHPAD - ENLARGED ELECTRICAL PLAN	5/7/2025
E500	ELECTRICAL DETAILS AND SCHEDULES	5/7/2025
P100	SPLASHPAD - PLUMBING PLAN	5/7/2025

.4 Specifications

Section	Title	Date
010100	Scope of Work	5/7/2025
010500	Field Engineering	5/7/2025
010500	Allowances	5/7/2025
012200	Unit Prices	5/7/2025
012300	Alternates	5/7/2025
012510	Pre-Bid Substitution Procedures	5/7/2025
012600	Contract Modification Procedures	5/7/2025
012900	Payment Procedures	5/7/2025
013100	Project Management and Coordination	5/7/2025
013300	Submittal Procedures	5/7/2025
014010	Quality Control Testing Procedures	5/7/2025
015000	Construction Facilities and Temporary Controls	5/7/2025
017000	Execution Requirements	5/7/2025
017310	Cutting and Patching	5/7/2025
017320	Selective Demolition	5/7/2025
017350	Substitution Procedures	5/7/2025
017700	Closeout Procedures	5/7/2025
017820	Operation and Maintenance Data	5/7/2025

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017830	Project Record Documents	5/7/2025
020700	Selective Site Demolition	5/7/2025
022300	Site Clearing	5/7/2025
023000	Earthwork	5/7/2025
027510	Cement Concrete Pavement	5/7/2025
029000	Landscaping	5/7/2025
116850	Aquatic Playground	5/7/2025
312500	Erosion and Sediment Control	5/7/2025
321216	Asphalt Paving	5/7/2025
321723	Pavement Markings	5/7/2025

.5 Addenda, if any:

Number	Date
--------	------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707

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- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Aeiker Construction Corporation

OWNER (Signature)

CONTRACTOR (By Signature)

(Rows deleted)

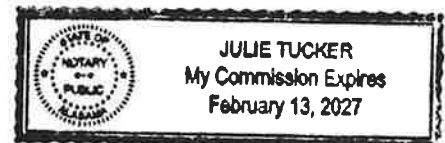
William S. Stimpson, Mayor
(Printed name and title)

Jonathan Aeiker, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile



Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jonathan Aeiker as President of Aeiker Construction Corporation 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 30 day of July, 2025.

[Signature]
NOTARY PUBLIC
My Commission Expires: February 13, 2027

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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation 2759 Mill St. Mobile, AL 36607, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of Three Hundred Ninety Four Thousand and 00/100 (\$394,000.00), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Crawford-Murphy Park - Splashpad (PR-006-25) 351 South Ann Street Mobile, Alabama 36604, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: Aeiker Construction Corporation
(Corporate Seal)

By: _____

(Signature)

Name and Title: Jonathan Aeiker President**SURETY**

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTSIE

(Signature)

Name and Title: O. M. Otts, IV Attorney-in-fact

Resident Agent: O. M. OTSIE
(Signature)

Name and Title: O. M. Otts, IV Attorney-in-fact
Company Name: Higginbotham Insurance Agency
Address: 3212 Midtown Park S.
Mobile, AL 36603
Phone and Fax: 251-473-4600

Owner's Representative: Shannon McIntyre
Director, Architectural
Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said **Companies**, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

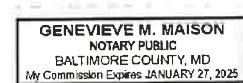
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of _____, 2025.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation 2759 Mill St. Mobile, AL 36607, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Ninety Four Thousand and 00/100 (\$394,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Crawford-Murphy Park - Splashpad (PR-006-25) 351 South Ann Street Mobile, Alabama 36604, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: Aeiker Construction Corporation
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

Jonathan Aeiker, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV

(Signature)

Name and Title: O. M. Otts, IV Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV

Company Name: Higginbotham Insurance Agency

Address: 3212 Midtown Park S.

Mobile, AL 36606

Phone and Fax: 251-473-4600

Owner's Representative: Shannon McIntyre

Director, Architectural

Engineering

PO Box 1827

Mobile, AL 36633

251-208-7454

Labor and Material Payment Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

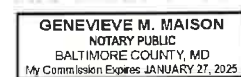
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of _____, 2025.




By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
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Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Aeiker Construction Corporation
Address	2758 Mill St Mobile AL 36607
Telephone	251 258 7995
E-Mail	Jorathan@Aeiker.com

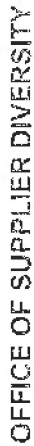
RFP/RFQ Solicitation Number	PR-006-25
Project Description	Crawford Murphy splash pad
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jorathan Aeiker Date: 6/25/25
Signature: [Signature] Title: President

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

Name: Jorathan Aeiker Title: President
Email: Jorathan@Aeiker.com Phone: 251 258 7995



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company _____

Your Bid/Proposal Amount \$

319,000

Date:

Order	Description
06, 25, 1202	

Description	Date	Time	Location	Observer	Weather	Tide	Notes
Crawle & murex splash pad							

Name of Bidder/Proposer:

Self constructed Composition

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

Page 3 of 5
Subcontractor/Supplier Plan

4/5/2021



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

Acikel Construction Corporation

Contact Person:

Jonathan Aikell

Phone *251 259 7995*

Email

Jonathan.Aikell@acikel.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 (X)	NO ()	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☒	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☒	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

☒		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.	
☒		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.	
☒		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.	

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



Aeiker Construction Corporation	
Entity ID Number	000-034-837
Entity Type	Domestic Corporation
Principal Address	2759 MILL STREET MOBILE, AL 36607
Principal Mailing Address	2759 MILL STREET MOBILE, AL 36607
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	2759 MILL STREET MOBILE, AL 36607
Registered Office Mailing Address	2759 MILL STREET MOBILE, AL 36607
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	2759 MILL STREET MOBILE, AL 36607
Director Mailing Address	2759 MILL STREET MOBILE, AL 36607
Incorporators	
Incorporator Name	AEIKER, JONATHAN D
Incorporator Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporator Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Annual Reports	
Report Year	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	12/22/2022

Aeiker Construction Corporation	
Agent Mailing Address Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Director/Manager/ Organizer Activity	*Changed AEIKER, JONATHAN DAVID
Transaction Date	12/22/2022
Principal Mailing Address Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Principal Office Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Registered Agent Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	12/30/2011 Certificate of Formation 4 pgs.
Document Date / Type / Pages	12/22/2022 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/22/2022 Articles of Amendment 2 pgs.

[Browse Results](#)
[New Search](#)



E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2344384

Approved by:

Employer Aeiker Construction Corp.	
Name (Please Type or Print) Jonathan Aeiker	Title
Signature Electronically Signed	Date 12/20/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/20/2023



Company ID Number: 2344384

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Aeiker Construction Corp.
Company Facility Address	2759 Mill St. Mobile, AL 36607
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	454170601
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606		CONTACT NAME: PHONE (A/C, No, Ext): 251-473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS:	
License#: 2081754 AEIKCON-01		INSURER(S) AFFORDING COVERAGE	
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607		INSURER A: Frankenmuth Mutual Insurance Company INSURER B: Alabama Home Builders Self Insurance Fund INSURER C: Safety National Casualty Corporation INSURER D: Federal Insurance Company INSURER E: INSURER F:	
		NAIC # 13986 15105 20281	

COVERAGES**CERTIFICATE NUMBER:** 1426697447**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:		6734820	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		6734819	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		6734820	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B 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	30875 SP4067497	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment		45471413EUC	1/25/2025	1/25/2026	Limit Deductible \$100,000 \$5,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.
See Attached...

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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella is Follow Form.

Project: Crawford-Murphy Park - Splashpad (PR-006-25)

Certificate holder complete to include: City of Mobile

30 Day Notice of Cancellation applies except 10 days for non-pay

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

- ☒ **New Policy** **BR78217791**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Aeiker Construction Corporation
 2759 Mill St
 Mobile, AL 36607

2. Producer Information:

- A Name: HIGGINBOTHAM INSURANCE AGENCY, INC.
 PO BOX 160927
 MOBILE, AL 36616-1927
 B Telephone # +1 251 473 4600
 C Fax # +1 251 450 0032
 D Zurich Producer # 02046936
 E Field Office Name
 F Field Office Code

- 3. Policy Period – From:** 07/25/2025 **To:** 07/25/2026
 12:01 a.m. at your mailing address above.

- 4. Form of Business:** ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other
5. Limits of Insurance (*either One-Shot or Reporting Form as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

- ☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

- | | |
|---|------------|
| A) Any one building or structure | \$ |
| B) All covered property at all locations | \$ |
| C) Rate | Per Report |
| D) Premium | Per Report |
| E) Total Taxes and Surcharges | Per Report |
| (per attached endorsement – N/A in NY) | |
| F) Total Fully Earned Policy Premium | Per Report |

- ☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

351 South Ann Street
 Mobile, AL 36604

New Construction

- | | | |
|--|----|---------|
| A) Any one building or structure | \$ | 0 |
| B) All covered property at all locations | \$ | 394,000 |
| (same as A unless otherwise noted) | | |

Remodeling

- | | | |
|-------------------------------------|----|----------|
| D) Renovations and improvements | \$ | |
| E) Existing buildings or structures | \$ | |
| F) Rate | \$ | 0.295 |
| G) Premium | \$ | 1,162.00 |
| H) Total Taxes and Surcharges | \$ | 0.00 |
| (per attached endorsement) | | |

- I) **Total Fully Earned Policy Premium** \$ 1,162.00
 (minimum premium applicable)

- 6. Deductible:** ☐ \$500 ☐ \$1,000 ☒ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date: _____ By: _____ Authorized Representative

FM-170001 (04-10)

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR78217791

Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 394,000
Increased Cost Of Construction	\$ 394,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 394,000
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 25,000
l. Property In Transit	\$ 25,000
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
☐ Expediting Expense (HBIS-93)	\$
☐ Extra Expense (HBIS-92)	\$
☐ Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)	\$
☐ Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	
Expense To Mitigate Loss	
Civil Authority	days
☐ Builders Risk Green Building (HBIS-96)	
Limit Of Liability	\$
"LEED® Building Rating"	

Policy Number BR78217791

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Aeiker Construction Corporation

Effective Date: 07/25/2025

12:01 A.M., Standard Time

Agent Name: HIGGINBOTHAM INSURANCE AGENCY, INC.

Agent No.: 02046936

FM170001(04/10), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), 15100(01/24), CM9908(08/21), CM9912(12/23), HBIS-1(04/09), HBIS-80(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

U-GU-619-A CW (10/02)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Adelte Ports & Maritime S.L. for installation of security cameras on cruise terminal passenger boarding bridge.

Amount of Contract:

\$29,940.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250910 Adelte Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 Adelte Ports & Maritime S.L.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Adelte Ports & Maritime S.L. for installation of security
cameras on cruise terminal passenger boarding bridge.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$29,940.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Sole source to maintain new purchase warranty.

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>30067</u>	2025	(3032) ARCHITECTURAL ENGINEERING	INSTALLATION OF SECURITY CAMERAS ON CRUISE TERMINAL PASSENGER BOARDING BRIDGE (PRICE BELOW BID REQUIREMENT; SOLE SOURCE TO MAINTAIN NEW PURCHASE WARRANTY)	\$29,940.00	<u>(294094) ADELTE PORTS & MARITIME S.L.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030067-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
Vendor ADELTE PORTS & MARITIME S.L. AV.DE JOSEP TARRADELLAS, NO.20 , 4 PLANTA BARCELONA, 08029 SPAIN	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 JODY.RUSSELL@CITYOFMOBILE.ORG	

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/25	294094				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	DESIGN AND MANAGEMENT OF SCOPE OF WORK	120.00 EACH	120.00000	14400.00
1	1000.45.20.3030.3035.3030.0000.0000.42150.			14400.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			
002	TRAVEL TIME AND TRAVEL EXPENSES OF THE ADELTE DESCRIBED STAFF	2.00 EACH	3900.00000	7800.00
1	1000.45.20.3030.3035.3030.0000.0000.42150.			7800.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			

=====	
Bill To	Requisition 00030067-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3030.3035.3030.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	
Vendor	Ship To
ADELTE PORTS & MARITIME S.L.	CRUISE TERMINAL
AV.DE JOSEP TARRADELLAS, NO.20	201 SOUTH WATER ST
, 4 PLANTA	
	MOBILE, AL 36602
BARCELONA, 08029	JODY.RUSSELL@CITYOFMOBILE.ORG
SPAIN	

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/25	294094				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
003 MAN-POWER AND ALLANCE EXPESES FOR THE INSTALLATION OF 8 CAMERAS AS DESCRIBED IN SCOPE OF WORKS (QUOTED 3 DAYS @\$2680/DAY = \$8040 - \$300 DISCOUNT - COMMERCIAL EFFORT 1% = \$7740. LISTED AS 3 DAYS @ \$2580 = \$7740.)	3.00 EACH	2580.00000	7740.00
1 1000.45.20.3030.3035.3030.0000.0000.42150.			7740.00

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Requisition Link

Requisition Total 29940.00

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

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.42150.		
	29940.00	70709.50
FACILITY MAINTENANCE EXP	MAINTENANCE & REPAIRS	

=====		=====	
Bill To		Requisition 00030067-00 FY 2025	
ACCOUNTS PAYABLE			
P O BOX 389		Acct No:	
		1000.45.20.3030.3035.3030.0000.0000.42150.	
MOBILE, AL		Review:	
36601		Buyer: 9105fola	
vendorinvoices@cityofmobile.org		Status: Approved	
		Page 3	
=====		=====	
Vendor		Ship To	
ADELTE PORTS & MARITIME S.L.		CRUISE TERMINAL	
AV.DE JOSEP TARRADELLAS, NO.20		201 SOUTH WATER ST	
, 4 PLANTA			
		MOBILE, AL 36602	
BARCELONA, 08029		JODY.RUSSELL@CITYOFMOBILE.ORG	
SPAIN			

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

09/08/25	294094				ARCHITECTURAL ENGINEERING

LN Description / Account			Qty	Unit Price	Net Price
***** Approval/Conversion Info *****					
Activity	Date	Clerk	Comment		
Cancelled	09/10/25	ANNE FOLEY	GL Allocation changed		
Approved	09/10/25	DONALD ROSE	Auto approved by: 9105fola		
Approved	09/10/25	SANDRA LEWIS	Auto approved by: 9105fola		
Approved	09/10/25	STEVEN KRONINGER	Auto approved by: 9105fola		
Approved	09/10/25	JOHNNIE HARRUB	Auto approved by: 9105fola		
Approved	09/10/25	SAMANTHA COOLEY	Auto approved by: 9105fola		
Approved	09/10/25	ANNE FOLEY			
Approved	09/10/25	JOHN PAINE	Auto approved by: 9105fola		

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Electronic Supply Co for miscellaneous surveillance camera system repair parts and supplies for MPD.

Amount of Contract:

\$15,397.82

Funding Source

General fund.

ATTACHMENTS:

1. 20250904 Electronic Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 Electronic Supply Co

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Electronic Supply Co for miscellaneous surveillance
camera system repair parts and supplies for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,397.82

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>29371</u>	2025	(1500) PUBLIC SAFETY ADMIN	MISCELLANEOUS SURVEILLANCE CAMERA SYSTEM REPAIR PARTS AND SUPPLIES FOR MPD (PRICE BELOW BID REQUIREMENT)	\$15,397.82	<u>(054450)</u> <u>ELECTRONIC</u> <u>SUPPLY CO</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor ELECTRONIC SUPPLY CO 561 HOLCOMBE AVE MOBILE, AL 36606 Tel#251-478-0455 Fax 251-478-0515	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
--	---

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #363368.
 ATTN: GARY B.

001	"GOODS TO BE PICKED UP AT 4932 TUFTS RD MOBILE, AL 36619" PART NO. AVMCWMEDVL1 - COMPACT WALL MOUNT FOR V Additional Description Notes	6.00 EACH	22.75000	136.50
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"PART NO. AVMCWMEDVL1 - COMPACT WALL MOUNT FOR V"

1	1000.30.15.1500.1500.1500.0000.0000.42200.			136.50
---	--	--	--	--------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002	PART NO. AVCNPV51M - DOME V 5MP 2. 8-12MZ IR IP67 NDAA Additional Description Notes	8.00 EACH	184.00000	1472.00
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Bill To	Requisition 00029371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
ELECTRONIC SUPPLY CO
561 HOLCOMBE AVE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#251-478-0455
Fax 251-478-0515

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/22/25	054450				PUBLIC SAFETY ADMIN
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	"PART NO. AVCNPV51M - DOME V 5MP 2.8-12MZ IR IP67 NDAA"			
1	1000.30.15.1500.1500.1500.0000.0000.42200.			1472.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

003	PART NO. AVATVIVPBLN - 1 CH. HD	10.00	17.37000	173.70
	HYBRID BALUN UP	EACH		
	Additional Description Notes			

"PART NO. AVATVIVPBLN - 1 CH. HD HYBRID BALUN UP"

1	1000.30.15.1500.1500.1500.0000.0000.42200.			173.70
---	--	--	--	--------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 3

Vendor
 ELECTRONIC SUPPLY CO
 561 HOLCOMBE AVE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#251-478-0455
 Fax 251-478-0515

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
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004 PART NO. PLA100010C - (50/BX) EZ-RJ45 CAT6 CONNECTOR Additional Description Notes	4.00 EACH	31.89000	127.56
---	--------------	----------	--------

"PART NO. PLA100010C - (50/BX) EZ-RJ45 CAT6 CONNECTOR"

1 1000.30.15.1500.1500.1500.0000.0000.42200.	127.56
--	--------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

005 PART NO. AVCNPE51F28B - TURRET 5MP 2.8MM IP AI IR IP67 BLK NDAA Additional Description Notes	25.00 EACH	107.79000	2694.75
--	---------------	-----------	---------

"PART NO. AVCNPE51F28B - TURRET 5MP 2.8MM IP AI IR IP67 BLK NDAA"

1 1000.30.15.1500.1500.1500.0000.0000.42200.	2694.75
--	---------

=====	=====
Bill To	Requisition 00029371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
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Vendor
ELECTRONIC SUPPLY CO
561 HOLCOMBE AVE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#251-478-0455
Fax 251-478-0515

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/22/25	054450				PUBLIC SAFETY ADMIN
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LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

006	PART NO. TINBD590248 -	10.00	131.25000	1312.50
	*TI-NBD5902-48 5GHZ NONOBEAM	EACH		
	OUTDOOR AP			
	Additional Description Notes			

"PART NO. TINBD590248 - *TI-NBD5902-48 5GHZ NONOBEAM OUTDOOR AP

1	1000.30.15.1500.1500.1500.0000.0000.42200.			1312.50
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor ELECTRONIC SUPPLY CO 561 HOLCOMBE AVE MOBILE, AL 36606 Tel#251-478-0455 Fax 251-478-0515	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
007	PART NO. ANCP3005Q - WI-FI CPE NETWORK BRIDGE 5.8GHZ Additional Description Notes	15.00 EACH	99.10000	1486.50

"PART NO. ANCP3005Q - WI-FI CPE NETWORK BRIDGE 5.8GHZ"

1	1000.30.15.1500.1500.1500.0000.0000.42200.	1486.50
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

008	PART NO. AVCNPB51MB - BULLET IP 5MP 2.7-13.5MZ AI IR IP67 BLK Additional Description Notes	12.00 EACH	175.00000	2100.00
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"PART NO. AVCNPB51MB - BULLET IP 5MP 2.7-13.5MZ AI IR IP67 BLK"

1	1000.30.15.1500.1500.1500.0000.0000.42200.	2100.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor ELECTRONIC SUPPLY CO 561 HOLCOMBE AVE MOBILE, AL 36606 Tel#251-478-0455 Fax 251-478-0515	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

009	PART NO. AVRNSV08P82T - (NDAA) H. 265, 8CH 4K NVR	4.00	277.95000	1111.80
	Additional Description Notes	EACH		

"PART NO. AVRNSV08P82T - (NDAA) H.265, 8CH 4K NVR"

1	1000.30.15.1500.1500.1500.0000.0000.42200.			1111.80
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
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Page 7

Vendor
 ELECTRONIC SUPPLY CO
 561 HOLCOMBE AVE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#251-478-0455
 Fax 251-478-0515

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
010 PART NO. AVRNSV16P162T - NVR 16POE 2TB NDAA	6.00 EACH	429.58000	2577.48

Additional Description Notes

"PART NO. AVRNSV16P162T - NVR 16POE 2TB NDAA"

1 1000.30.15.1500.1500.1500.0000.0000.42200. 2577.48

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

011 PART NO. AVCNPE51F28 - TURRET 5MP 2.8MM IR IP67 WHT	6.00 EACH	106.13000	636.78
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Additional Description Notes

"PART NO. AVCNPE51F28 - TURRET 5MP 2.8MM IR IP67 WHT"

1 1000.30.15.1500.1500.1500.0000.0000.42200. 636.78

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor
ELECTRONIC SUPPLY CO
561 HOLCOMBE AVE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#251-478-0455
Fax 251-478-0515

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

012	PART NO. AVMMDMTWTL1 - AVM-MDMT-W-TL1 WEATHERPROOF JUNCTION BO	10.00 EACH	17.50000	175.00
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Additional Description Notes

"PART NO. AVMMDMTWTL1 - AVM-MDMT-W-TL1 WEATHERPROOF JUNCTION BO"

1	1000.30.15.1500.1500.1500.0000.0000.42200.	175.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor ELECTRONIC SUPPLY CO 561 HOLCOMBE AVE MOBILE, AL 36606 Tel#251-478-0455 Fax 251-478-0515	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
013	PART NO. AVMPPOMA2 - UNIVERSAL POLE MOUNT BRACKET VERSION 2 Additional Description Notes	5.00 EACH	31.25000	156.25

"PART NO. AVMPPOMA2 - UNIVERSAL POLE MOUNT BRACKET VERSION 2"

1	1000.30.15.1500.1500.1500.0000.0000.42200.	156.25
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

014	PART NO. AVMPPTMTT25 - THREAD TOP PTZ ADAPT FOR AVC-PT91X25L Additional Description Notes	5.00 EACH	20.00000	100.00
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"PART NO. AVMPPTMTT25 - THREAD TOP PTZ ADAPT FOR AVC-PT91X25L"

1	1000.30.15.1500.1500.1500.0000.0000.42200.	100.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 10
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Vendor ELECTRONIC SUPPLY CO 561 HOLCOMBE AVE MOBILE, AL 36606 Tel#251-478-0455 Fax 251-478-0515	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

015	PART NO. AVMANCPMU1 - AVM-ANCPM-U1 UNIVERSAL MOUNTING BRACKET Additional Description Notes	5.00 EACH	15.22000	76.10
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 "PART NO. AVMANCPMU1 - AVM-ANCPM-U1 UNIVERSAL MOUNTING BRACKET"

1	1000.30.15.1500.1500.1500.0000.0000.42200.			76.10
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

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Bill To	Requisition 00029371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 11
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Vendor
ELECTRONIC SUPPLY CO
561 HOLCOMBE AVE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#251-478-0455
Fax 251-478-0515

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/22/25	054450				PUBLIC SAFETY ADMIN
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LN	Description / Account	Qty	Unit Price	Net Price
016	PART NO. AVNE042P04W65 - SWITCH	20.00	27.50000	550.00
	4PLUS1 POE 10/100 W/CCTV MODE	EACH		
	Additional Description Notes			

"PART NO. AVNE042P04W65 - SWITCH 4PLUS1 POE 10/100 W/CCTV MODE"

1 1000.30.15.1500.1500.1500.0000.0000.42200. 550.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

017	PART NO. INE561518 - POE PLUS	15.00	26.06000	390.90
	INJECTOR 1P 30W	EACH		
	Additional Description Notes			

"PART NO. INE561518 - POE PLUS INJECTOR 1P 30W"

1 1000.30.15.1500.1500.1500.0000.0000.42200. 390.90

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Bill To	Requisition 00029371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 12
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Vendor
ELECTRONIC SUPPLY CO
561 HOLCOMBE AVE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#251-478-0455
Fax 251-478-0515

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/22/25	054450				PUBLIC SAFETY ADMIN
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

018 PART NO. AVMCWMEDVL1G -	6.00	20.00000	120.00
AVM-CWM-EDV-L1-G GRY COMPACT WALL	EACH		
MOUNT			
Additional Description Notes			

"PART NO. AVMCWMEDVL1G - AVM-CWM-EDV-L1-G GRY COMPACT WALL MOUNT"

1 1000.30.15.1500.1500.1500.0000.0000.42200.	120.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029371-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 13
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Vendor ELECTRONIC SUPPLY CO 561 HOLCOMBE AVE MOBILE, AL 36606 Tel#251-478-0455 Fax 251-478-0515	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
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Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	054450				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
019 FREIGHT	1.00 EACH	0.00000	0.00

Additional Description Notes

FREIGHT

1 1000.30.15.1500.1500.1500.0000.0000.42200.	.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total	15397.82
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.42200.	15397.82	72653.33
PUBLIC SAFETY ADMIN EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	08/22/25	ROBERT LASKY	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Emergency Equipment Professional, Inc for engine overhaul for 2016 Rosenbauer fire pumper truck for MFRD.

Amount of Contract:

\$23,717.92

Funding Source

General fund.

ATTACHMENTS:

1. 20250909 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 Emergency Equipment Professional, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional, Inc for engine
overhaul for 2016 Rosenbauer fire pumper truck for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,717.92

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>29371</u>	2025	(1510) FIRE ADMINISTRATION	ENGINE OVERHAUL FOR 2016 ROSENBAUER FIRE PUMPER TRUCK FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$23,717.92	(<u>294963</u>) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	Engine 7 / ASSET 75011; LABOR; PER QUOTE 224839 Vendor Item	1.00 EACH	8325.00000	8325.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			8325.00
	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			
002	Engine 7 / ASSET 75011; PART #CMS-5633436, KIT, OVERHAUL, ENGINE; INCLUDES: UPPER GASKETSET, OIL PAN GASKET, PISTONS, LINNERS, FUEL FILTER, OIL FILTER; PER QUOTE 224839 Vendor Item	1.00 EACH	6140.84000	6140.84
1	1000.30.15.1510.1522.1510.0000.0000.45050.			6140.84

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	Engine 7 / ASSET 75011; PART #CMS-6449174, BEARING, ROD, KIT; PER QUOTE 224839 Vendor Item	6.00 EACH	188.40000	1130.40
1	1000.30.15.1510.1522.1510.0000.0000.45050. 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			1130.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
004	Engine 7 / ASSET 75011; PART #CMS-3944593, BOLT, HEX FLANGE, M10X1.50X65; PER QUOTE 224839 Vendor Item	12.00 EACH	5.68000	68.16
1	1000.30.15.1510.1522.1510.0000.0000.45050.			68.16
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	Engine 7 / ASSET 75011; PART #CMS-3945252, MOUNTING SPACER; PER QUOTE 224839 Vendor Item	12.00 EACH	9.39000	112.68
1	1000.30.15.1510.1522.1510.0000.0000.45050.			112.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 4
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
006	Engine 7 / ASSET 75011; PART #CMS-6410398, KIT, WATER PUMP, W/O-RING; PER QUOTE 224839 Vendor Item	1.00 EACH	344.35000	344.35
1	1000.30.15.1510.1522.1510.0000.0000.45050. 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			344.35

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 5
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	Engine 7 / ASSET 75011; PART #CMS-2872288, CONNECTOR, FUEL INJECTOR SUPPLY; PER QUOTE 224839 Vendor Item	6.00 EACH	77.20000	463.20
1	1000.30.15.1510.1522.1510.0000.0000.45050.			463.20
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	Engine 7 / ASSET 75011; PART #CMS-4954905, SENSOR, TEMPERATURE, COOLANT; PER QUOTE 224839 Vendor Item	1.00 EACH	33.12000	33.12
1	1000.30.15.1510.1522.1510.0000.0000.45050.			33.12

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 6
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	Engine 7 / ASSET 75011; PART #CMS-3867471, SEAL, O-RING, INJECTOR; PER QUOTE 224839 Vendor Item	6.00 EACH	2.49000	14.94
1	1000.30.15.1510.1522.1510.0000.0000.45050.			14.94
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 7
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
010	Engine 7 / ASSET 75011; PART #CMS-3937142, SEAL, FUEL INJECTOR; PER QUOTE 224839 Vendor Item	6.00 EACH	4.25000	25.50
1	1000.30.15.1510.1522.1510.0000.0000.45050.			25.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011	Engine 7 / ASSET 75011; PART #CMS-4934545, HARNESS, INJECTOR, PASS THROUGH; PER QUOTE 224839 Vendor Item	3.00 EACH	120.14000	360.42
1	1000.30.15.1510.1522.1510.0000.0000.45050.			360.42

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Bill To	Requisition 00029845-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

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

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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09/03/25	294963				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

012 Engine 7 / ASSET 75011; PART	8.00	4.02000	32.16
#CMS-3963736, CLIP.WIRE HARNESS,	EACH		
ROCKER; PER QUOTE 224839			
Vendor Item			

1 1000.30.15.1510.1522.1510.0000.0000.45050.			32.16
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 9
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
013	Engine 7 / ASSET 75011; PART #CMS-5273379, THERMOSTAT, ENGINE, COOLANT; PER QUOTE 224839 Vendor Item 1 1000.30.15.1510.1522.1510.0000.0000.45050.	1.00 EACH	82.99000	82.99
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014	Engine 7 / ASSET 75011; P255768/5347979 NEW HEAD; PER QUOTE 224839 Vendor Item 1 1000.30.15.1510.1522.1510.0000.0000.45050.	1.00 EACH	3300.00000	3300.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 10
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	Engine 7 / ASSET 75011; P233305/040074 HEAD BOLT KIT; PER QUOTE 224839 Vendor Item	1.00 EACH	233.70000	233.70
1	1000.30.15.1510.1522.1510.0000.0000.45050.			233.70
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 11
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
016	Engine 7 / ASSET 75011; CUT BLOCK AND INSTALL SHIMS; PER QUOTE 224839 Vendor Item	1.00 EACH	2350.00000	2350.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			2350.00
	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			
017	Engine 7 / ASSET 75011; SHOP SUPPLIES; PER QUOTE 224839 Vendor Item	1.00 EACH	55.00000	55.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			55.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 12
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
018	Engine 7 / ASSET 75011; ITEM #WOC-217D7F, OIL, 15W40, CRB MULTI, CK4; PER QUOTE 224839 Vendor Item	7.00 EACH	19.42000	135.94
1	1000.30.15.1510.1522.1510.0000.0000.45050.			135.94
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 13
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
019	Engine 7 / ASSET 75011; COOLANT; PER QUOTE 224839 Vendor Item	14.00 EACH	13.18000	184.52
1	1000.30.15.1510.1522.1510.0000.0000.45050.			184.52
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
020	FREIGHT	1.00 EACH	325.00000	325.00
	Additional Description Notes ----- Engine 7 / ASSET 75011; PER QUOTE 224839 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.45050.			325.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029845-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 14
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
09/03/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	23717.92
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	23717.92	430722.96
FIRE SUPPRESSION DIV EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	09/09/25	DONALD ROSE	Auto approved by: 910519540
Approved	09/09/25	SANDRA LEWIS	Auto approved by: 910519540
Approved	09/09/25	STEVEN KRONINGER	
Approved	09/09/25	JOHNNIE HARRUB	Auto approved by: 910519540
Approved	09/09/25	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	09/09/25	ANNE FOLEY	Auto approved by: 910519540
Approved	09/09/25	JOHN PAINE	Auto approved by: 910519540



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Maurin Architecture P.C for design, bid & build professional services for restroom renovations at Cooper Riverside Park .

Amount of Contract:

\$20,000.00

Funding Source

TIF Cooper Park Great Lawn Upland Amenity Enhancements

ATTACHMENTS:

1. 20250910 Maurin Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 Maurin Architecture P.C.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Maurin Architecture P.C for design, bid & build
professional services for restroom renovations at Cooper Riverside Park .
TIF Cooper Park Great Lawn Upland Amenity Enhancements

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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>30019</u>	2025	(2045) MAJOR PROJECTS	DESIGN, BID, AND BUILD PROFESSIONAL SERVICES FOR COOPER RIVERSIDE PARK RESTROOM ENHANCEMENTS (PROFESSIONAL SERVICE)	\$20,000.00	<u>(295849)</u> <u>MAURIN</u> <u>ARCHITECTURE</u> <u>P.C.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030119-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 1
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Vendor MAURIN ARCHITECTURE P C 601 ST ANTHONY ST MOBILE, AL 36603	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.ORG
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Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/10/25	295849	09/26/25			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER YOUR PROPOSAL, DATED 9/04/2025 BY KARRIE MAURIN Provide basic Services for the Design/ Bid/ Build contract to renovate the existing restroom building at Cooper Riverside Park. SEE ATTACHED PROPOSAL AND CITY'S REQUEST FOR PROPOSAL	1.00	20000.00000	20000.00
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1	2000.80.00.0000.0000.0000.0000.42200. E C1041 .PROFTECHNC.			20000.00
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Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	20000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030119-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released
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Page 2

Vendor
 MAURIN ARCHITECTURE P C
 601 ST ANTHONY ST

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 CHRIS.POWELL@CITYOFMOBILE.ORG

MOBILE, AL 36603

Delivery Reference
 CHRIS POWELL / 251-208-7495

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/10/25	1295849	09/26/25			MAJOR PROJECTS

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E C1041 .PROFTECHNC.		20000.00	980000.00

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.		20000.00	70709.50
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	09/10/25	JENNIFER GREENE	
Rejected	09/09/25	BRENDA RHODES	Need to be approved by departm
Approved	09/10/25	BRENDA RHODES	
Approved	09/10/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/10/25	RELYA MALLORY	Auto approved by: 910511034
Queued	09/10/25	DONALD ROSE	Auto approved by: 910511034
Queued	09/10/25	SANDRA LEWIS	Auto approved by: 910511034
Queued	09/10/25	STEVEN KRONINGER	Auto approved by: 910511034
Queued	09/10/25	JOHNNIE HARRUB	Auto approved by: 910511034
Queued	09/10/25	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	09/10/25	ANNE FOLEY	Auto approved by: 910511034
Queued	09/10/25	JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Ransom Cleaning Services for power washing of cruise terminal.

Amount of Contract:

\$24,550.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250910 Ransom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 Ransom Cleaning Services

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ransom Cleaning Services for power washing of cruise terminal.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,550.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>30190</u>	2025	(3032) ARCHITECTURAL ENGINEERING	POWER WASHING OF CRUISE TERMINAL (PRICE BELOW BID REQUIREMENT)	\$24,550.00	<u>(299335)</u> <u>RANSOM</u> <u>CLEANING</u> <u>SERVICES</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030190-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: Status: Released	Page 1
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Vendor RANSOM CLEANING SERVICES 2088 VENETIA RD	Ship To CRUISE TERMINAL 201 SOUTH WATER ST
---	--

MOBILE, AL 36605

Tel#251-689-6678

MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/10/25	299335				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
001 ALL VERTICAL WALLS ON 1-4 FLOORS IN PARKING DECK AND INCLUDING PIPES. TO INCLUDE STAIRS CANOPIES EVERYTHING INSIDE OF PARKING STRUCTURE	1.00 EACH	4000.00000	4000.00

1 1000.45.20.3030.3035.3030.0000.0000.42150. 4000.00

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

002 CEILING OF PARKING DECK FLOOR 1-3 INCLUDING ALL CONES IN CEILING AS WELL AS BLAZE HANGING FROM FANS WITH EXTREME CAUTION AND SAFETY FOR CEILING LIGHTS. CLEANING AND REMOVING ANY DEBRIS/DIRT AND MUD	1.00 EACH	3000.00000	3000.00
--	--------------	------------	---------

1 1000.45.20.3030.3035.3030.0000.0000.42150. 3000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030190-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: Status: Released	Page 2
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Vendor RANSOM CLEANING SERVICES 2088 VENETIA RD MOBILE, AL 36605 Tel#251-689-6678	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/10/25	299335				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

003 EXTERIOR VERTICAL SURFACES FOR ELEVATIONS TOWER PARKING GARAGE AND CRUISE TERMINAL. INCLUDE ALL GLASS/WINDOWS PARKING GARAGE, MAIN BUILDING EXTERIOR WALL	1.00 EACH	8000.00000	8000.00
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1 1000.45.20.3030.3035.3030.0000.0000.42150.	8000.00
--	---------

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030190-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: Status: Released	Page 3
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Vendor RANSOM CLEANING SERVICES 2088 VENETIA RD	Ship To CRUISE TERMINAL 201 SOUTH WATER ST
---	--

MOBILE, AL 36605

Tel#251-689-6678

MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/10/25	299335				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
004	EXTERIOR GLASS ON BOARDING BRIDGE AND CATWALK	1.00 EACH	450.00000	450.00

1 1000.45.20.3030.3035.3030.0000.0000.42150. 450.00

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

005	ALL FLAT WORK INSIDE PARKING GARAGE FLOORS 1-4. SLAB AT FRONT OF GARAGE ALONG TRACKS EXTEND FROM ASPHALT OF GQ TO ROAD ENTRY SIDE PARKING DECK	1.00 EACH	5500.00000	5500.00
-----	--	--------------	------------	---------

1 1000.45.20.3030.3035.3030.0000.0000.42150. 5500.00

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

Deliver To
 CRUISE TERMINAL

=====	=====
Bill To	Requisition 00030190-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3030.3035.3030.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
=====	=====

Vendor
RANSOM CLEANING SERVICES
2088 VENETIA RD

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

MOBILE, AL 36605

Tel#251-689-6678

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

-----	-----
Date	Vendor
Ordered	Number
09/10/25	299335
Date	Date
Required	Ship
	Via
	Terms
	Department
	ARCHITECTURAL ENGINEERING
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	201 SOUTH WATER ST			
	MOBILE, AL 36602			

006	FLAT AREA INTERIOR LUGGAGE AREA	1.00	1100.00000	1100.00
		EACH		

1	1000.45.20.3030.3035.3030.0000.0000.42150.			1100.00
---	--	--	--	---------

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

007	EXTERIOR DOCK FLAT AREA TO PAVER	1.00	1800.00000	1800.00
	EDGE	EACH		

1	1000.45.20.3030.3035.3030.0000.0000.42150.			1800.00
---	--	--	--	---------

=====	=====
Bill To	Requisition 00030190-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3030.3035.3030.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 5
=====	=====

Vendor	Ship To
RANSOM CLEANING SERVICES	CRUISE TERMINAL
2088 VENETIA RD	201 SOUTH WATER ST

MOBILE, AL 36605

Tel#251-689-6678

MOBILE, AL 36602

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

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Date Ordered	Vendor Number
09/10/25	299335
Date Required	Ship Via
Terms	Department
	ARCHITECTURAL ENGINEERING
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

008 CUSTOMS INTERIOR FLAT AREA	1.00 EACH	700.00000	700.00
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1 1000.45.20.3030.3035.3030.0000.0000.42150.	700.00
--	--------

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	24550.00
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***** General Ledger Summary Section *****



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Technical & Scientific Application, Inc., dba TSA for 16 HP ProBook 16inch laptop computers for MFRD.

Amount of Contract:

\$16,680.32

Funding Source

General fund.

ATTACHMENTS:

1. 20250904 TSA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 Technical & Scientific Application, Inc., dba TSA

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Technical & Scientific Application, Inc., dba TSA for 16 HP ProBook 16inch laptop computers for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,880.32

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>28213</u>	2025	(1510) FIRE ADMINISTRATION	16 HP PROBOOK 16IN LAPTOP COMPUTERS FOR MFRD (AL STATE CONTRACT)	\$16,880.32	(<u>279402</u>) <u>TECHINICAL & SCIENTIFIC APPLICATION INC</u> <u>DBA TSA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028213-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#281-513-5125	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	279402				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

PER STATE OF ALABAMA CONTRACTS 23*3893 AND 23*3988 AND YOUR QUOTE #25-79227.
 ATTN: JEREMIAH AUTREY

001	ELITE BOOK: State of Alabama Contracts 23*3893 A6UD2UT 15 HP PROBook 460 G11 - Intel - Core Ultra 7 - 155U - 1.7GHz - 16Inch - Touch Screen - HP #A1LD8UT Vendor Item	16.00 EACH	1055.02000	16880.32
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1	1000.30.15.1510.1518.1510.0000.0000.42200.			16880.32
---	--	--	--	----------

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	16880.32
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***** General Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028213-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved
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Page 2

Vendor
 TSA
 C/O GE COMM DFC
 3821 LORNA RD STE 100
 STATE VENDOR ID 412032721-01
 BIRMINGHAM, AL 35244

Tel#281-513-5125

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	279402				FIRE ADMINISTRATION

Account 1000.30.15.1510.1518.1510.0000.0000.42200. FIRE TRAINING DIV EXP	Amount Remaining Budget Amount Remaining Budget 16880.32 448179.57 PROFESSIONAL & TECHNICAL
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/04/25	DONALD ROSE	Auto approved by: 9105fo1a
Approved	09/04/25	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	09/04/25	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	09/04/25	JOHNNIE HARRUB	Auto approved by: 9105fo1a
Approved	09/04/25	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	09/04/25	ANNE FOLEY	
Approved	09/04/25	JOHN PAINE	Auto approved by: 9105fo1a
Approved	09/04/25	ANNE FOLEY	Auto approved by: 9105fo1a

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

HP Inc. Products and Services (PCs and Accessories)

Supplier

TSA, INC.

Linked Solicitation

HP Inc. Products and Services

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000003893

Sourcing Number

SRC0000013793

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

3/29/2023

End Date

3/28/2026

Documents

- [RFB Standard Boilerplate updated 11.21.2022.pdf](#)
- [MA additional terms and conditions.pdf](#)
- [MA230000003893_Master_agreement_V2.pdf](#)

Items

Item Name	Product Code	UOM
HP Inc. OEM Personal Computers -	230000003893- 1	0.00 Each

Item Name	Product Code	UOM
Discount: 32%		
HP Inc. OEM Monitors - Discount: 26%	2300000003893- 2	0.00 Each
Manufacturer Compatible Accessories - Discount: 4%	2300000003893- 3	0.00 Each
Technical Services - Discount: 36%	2300000003893- 04	0.00 Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 Technical & Scientific Application Inc for custom desktop computer for Gulf Coast Technology Center.

Amount of Contract:

\$22,672.47

Funding Source

General fund.

ATTACHMENTS:

1. 20250909 TSA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 Technical & Scientific Application, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Technical & Scientific Application Inc for custom desktop computer for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,672.47

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. 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>30026</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	CUSTOM DESKTOP COMPUTER FOR GULF COAST TECHNOLOGY CENTER (PRICE BELOW BID REQUIREMENT, AL STATE CONTRACT)	\$22,672.47	<u>(279402)</u> <u>TECHNICAL &</u> <u>SCIENTIFIC</u> <u>APPLICATION,</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor
 TSA
 C/O GE COMM DFC
 3821 LORNA RD STE 100
 STATE VENDOR ID 412032721-01
 BIRMINGHAM, AL 35244

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Tel#281-513-5125

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	279402				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT 23*3893 AND QUOTE #25-79108.

CITY OF MOBILE PURCHASE ORDER MUST BE ON THE OUTSIDE OF THE BOX. 001 COMPUTER WORKSTATION CONFIGURED PER QUOTE #25-79108, HPZ8 TWR BASE UNIT G5 1125W FURY RCTO ITEM #3F0P6AV.	1.00	1113.09000	1113.09
--	------	------------	---------

1 1000.30.15.1502.1502.1502.0000.0000.44020.	1113.09
--	---------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

002 4X3W7AV WINDOWS 11 PRO 64 FOR WORKSTATIONS 6 CORES PLUS	1.00	267.85000	267.85
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1 1000.30.15.1502.1502.1502.0000.0000.44020.	267.85
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#281-513-5125	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	279402				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

003 7BD29AV CORPORATE READY IMAGE	1.00 EACH	0.59000	0.59
1 1000.30.15.1502.1502.1502.0000.0000.44020.			.59

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

004 4YQ39AV#ABA OS LOCALIZATION	1.00 EACH	0.59000	0.59
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor
 TSA
 C/O GE COMM DFC
 3821 LORNA RD STE 100
 STATE VENDOR ID 412032721-01
 BIRMINGHAM, AL 35244

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Tel#281-513-5125

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	279402				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1502.1502.1502.0000.0000.44020.			.59

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

005 9A986AV INTEL XEON W9-3595X VPRO ENTERPRISE 4.80G 112.5 MB 60 CORES 385W CPU	1.00 EACH	5833.33000	5833.33
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1 1000.30.15.1502.1502.1502.0000.0000.44020.			5833.33
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006 3F7C1AV 512GB (8X64GB) DDR5 4800	1.00	5610.11000	5610.11
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 4

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LN Description / Account	Qty EACH	Unit Price	Net Price
1 1000.30.15.1502.1502.1502.0000.0000.44020.			5610.11

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007 B95HWAV NVIDIA RTX PRO 4500 BLACKWELL 32GB 4DP GRAPHICS	1.00 EACH	2142.85000	2142.85
1 1000.30.15.1502.1502.1502.0000.0000.44020.			2142.85

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LN Description / Account	Qty	Unit Price	Net Price
008 3F0V6AV NO ADAPTERS NEEDED	1.00 EACH	0.59000	0.59

1 1000.30.15.1502.1502.1502.0000.0000.44020. .59

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009 3F7A0AV OPERATING SYSTEM LOAD TO M. 2	1.00 EACH	0.59000	0.59
--	--------------	---------	------

1 1000.30.15.1502.1502.1502.0000.0000.44020. .59

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Vendor TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#281-513-5125	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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LN Description / Account	Qty	Unit Price	Net Price
010 8T830AV HP CRU QX448 PCLE-GEN4 REMOVABLE SSD CARRIER	1.00 EACH	713.09000	713.09

1 1000.30.15.1502.1502.1502.0000.0000.44020. 713.09

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011 BN1N9AV HP Z TURBO 4TB PCLE-4X4 2280 M.2 NMIC FRONT LOAD REMOVABLE SOLID STATE DRIVE	1.00 EACH	833.33000	833.33
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1 1000.30.15.1502.1502.1502.0000.0000.44020. 833.33

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LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
012	BN1N6AV HP Z TURBO 4TB PCLE-4X4 2280 M.2 2ND NMIC FRONT LOAD REMOVABLE SOLID STATE DRIVE	1.00 EACH	833.33000	833.33
1	1000.30.15.1502.1502.1502.0000.0000.44020.			833.33
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
013	BN1N7AV HP Z TURBO 4TB PCLE-4X4 2280 M.2 3RD NMIC FRONT LOAD REMOVABLE SOLID STATE DRIVE	1.00 EACH	833.33000	833.33
1	1000.30.15.1502.1502.1502.0000.0000.44020.			833.33

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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LN Description / Account	Qty	Unit Price	Net Price
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014 BN1N8AV HP Z TURBO 4TB PCLE-4X4 2280 M.2 4TH NMIC FRONT LOAD REMOVABLE SOLID STATE DRIVE	1.00 EACH	833.33000	833.33
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1 1000.30.15.1502.1502.1502.0000.0000.44020.	833.33
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015 613A6AV HP Z TURBO 4TB CLE-4X4 2280 M.2 SOLID STATE DRIVE	1.00 EACH	833.33000	833.33
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1502.1502.1502.0000.0000.44020.			833.33

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016	613A3AV HP Z TURBO 4TB PCLE 4X4 2280 M.2 2ND SSD	1.00 EACH	833.33000	833.33
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1	1000.30.15.1502.1502.1502.0000.0000.44020.			833.33
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017	613A4AV HP Z TURBO 4TB PCLE-4X4	1.00	833.33000	833.33
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LN	Description / Account	Qty EACH	Unit Price	Net Price
1	1000.30.15.1502.1502.1502.0000.0000.44020.			833.33

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018	613A5AV HP Z TURBO 4TB PCLE-4X4 2280 M.2 4TH SSD	1.00 EACH	833.33000	833.33
1	1000.30.15.1502.1502.1502.0000.0000.44020.			833.33

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Vendor TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#281-513-5125	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	279402				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
019	3F0V5AV REDUCE PLASTIC NO INCLUDED KEYBOARD	1.00 EACH	1.78000	1.78

1 1000.30.15.1502.1502.1502.0000.0000.44020. 1.78

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020	3F6Y7AV REDUCE PLASTIC NO MOUSE INCLUDED	1.00 EACH	0.59000	0.59
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1 1000.30.15.1502.1502.1502.0000.0000.44020. .59

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LN Description / Account	Qty	Unit Price	Net Price
021 3F6Z2AV NO INCLUDED ODD	1.00 EACH	3.57000	3.57

1 1000.30.15.1502.1502.1502.0000.0000.44020. 3.57

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022 6U7A2AV TYPE-A SUPER SPEED USB 5GBPS FRONT IO V2 ENTRY MODULE	1.00 EACH	11.90000	11.90
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1 1000.30.15.1502.1502.1502.0000.0000.44020. 11.90

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LN	Description / Account	Qty	Unit Price	Net Price
023	9B333AV INTEL VROC NV/ME SSD PREMIUM CTIR MODULE	1.00 EACH	196.42000	196.42

1 1000.30.15.1502.1502.1502.0000.0000.44020. 196.42

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024	3F5Y2AV#ABA Z8 COUNTRY KIT	1.00 EACH	0.59000	0.59
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1 1000.30.15.1502.1502.1502.0000.0000.44020. .59

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Vendor
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LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
025	63V66AV#ABA C13 STICKER CONVENTIONAL STRAIGHT DESKTOP WORKSTATIONS POWER CORD	1.00 EACH	1.78000	1.78
1	1000.30.15.1502.1502.1502.0000.0000.44020.			1.78
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
026	70H23AV#ABA 1/1/1 (MATERIAL/LABOR/ONSITE) WARRANTY	1.00 EACH	35.71000	35.71
1	1000.30.15.1502.1502.1502.0000.0000.44020.			35.71

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LN Description / Account	Qty	Unit Price	Net Price
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027 9R7Y6AV HIGH PERFORMANCE MODE DEFAULT	1.00 EACH	0.59000	0.59
1 1000.30.15.1502.1502.1502.0000.0000.44020.			.59

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028 3F5T6AV DATA SCIENCE READY	1.00 EACH	0.59000	0.59
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029 3F6Y8AV SINGLE UNIT (TOWER) PACKAGING	1.00 EACH	15.47000	15.47
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1 1000.30.15.1502.1502.1502.0000.0000.44020.			15.47
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030 7M3P2AV 1/1/1 TWR LABEL US	1.00 EACH	0.59000	0.59
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 17
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Vendor TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#281-513-5125	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	279402				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1502.1502.1502.0000.0000.44020.			.59
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
031	U61CFE HP3 YEAR ONSITE W/DMR HE WORKSTATION SUPPORT	1.00 EACH	53.57000	53.57
1	1000.30.15.1502.1502.1502.0000.0000.44020.			53.57
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total

22672.47

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030026-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
---	--

Page 18

Vendor
 TSA
 C/O GE COMM DFC
 3821 LORNA RD STE 100
 STATE VENDOR ID 412032721-01
 BIRMINGHAM, AL 35244

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Tel#281-513-5125

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	279402				GULF COAST TECHNOLOGY CENTE

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.44020.	22672.47	152537.02
GULF COAST TECHNOLOGY CENTER OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	09/05/25	JASON SMITH	Reviewed and Approved
Approved	09/05/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	09/08/25	ROBERT LASKY	
Approved	09/08/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	09/09/25	DONALD ROSE	Auto approved by: 9105fola
Approved	09/09/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	09/09/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	09/09/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	09/09/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	09/09/25	ANNE FOLEY	
Approved	09/09/25	JOHN PAINE	Auto approved by: 9105fola
Approved	09/09/25	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

HP Inc. Products and Services (PCs and Accessories)

Supplier

TSA, INC.

Linked Solicitation

HP Inc. Products and Services

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000003893

Sourcing Number

SRC0000013793

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

3/29/2023

End Date

3/28/2026

Documents

- [RFB Standard Boilerplate updated 11.21.2022.pdf](#)
- [MA additional terms and conditions.pdf](#)
- [MA230000003893_Master_agreement_V2.pdf](#)

Items

Item Name	Product Code	UOM
HP Inc. OEM Personal Computers -	230000003893- 1	0.00 Each

Item Name	Product Code	UOM	
Discount:			
32%			
HP Inc. OEM			
Monitors -	2300000003893-	0.00	Each
Discount:	2		
26%			
Manufacturer			
Compatible	2300000003893-	0.00	Each
Accessories -	3		
Discount: 4%			
Technical			
Services -	2300000003893-	0.00	Each
Discount:	04		
36%			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 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 TimeClock Plus LLC for implementation of 100 personnel timekeeping accounts to include software and biometric readers for Community Centers.

Amount of Contract:

\$54,737.12

Funding Source

General fund.

ATTACHMENTS:

1. 20250911 TCP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 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 TimeClock Plus LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TimeClock Plus LLC for implementation of 100 personnel
timekeeping accounts to include software and biometric readers for Community Centers.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$54,737.12

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: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor 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>30010</u>	2025	(5000) INFORMATION TECHNOLOGY	IMPLEMENTATION OF 100 COMMUNITY CENTER PERSONNEL TIMEKEEPING ACCOUNTS TO INCLUDE SOFTWARE AND BIOMETRIC READERS FOR MIT (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$54,737.12	<u>(295232)</u> <u>TIMECLOCK PLUS</u> <u>LLC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030010-00 FY 2025 Acct No: 1000.50.20.2030.2030.2005.0000.0000.45040. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GERARD MCCANTS Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295232	09/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER OMNIA CONTRACT 14-10.
 TO MATCH EXISTING LICENSE. STATE OF ALABAMA SOFTWARE EXECEPTION CODE
 41-16-51(a)(8). TIMECLOCK PLUS PROFESSIONAL ANNUAL CLOCKABLE EMPLOYEE
 LICENSE.

001	QUOTE #Q051039 DATED 9/5/25. TIMECLOCK PLUS PROFESSIONAL ANNUAL CLOCKABLE EMPLOYEE LICENSE	100.00 EACH	17.90000	1790.00
-----	--	----------------	----------	---------

1	1000.50.20.2030.2030.2005.0000.0000.45040.			1790.00
---	--	--	--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GERARD MCCANTS

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	HARDWARE SUPPORT & MAINTENANCE	1.00 EACH	4318.20000	4318.20
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030010-00 FY 2025 Acct No: 1000.50.20.2030.2030.2005.0000.0000.45040. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GERARD MCCANTS Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295232	09/05/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
1 1000.50.20.2030.2030.2005.0000.0000.45040.			4318.20

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GERARD MCCANTS

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003 RDT + FINGERPRINT	17.00 EACH	2501.10000	42518.70
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1 1000.50.20.2030.2030.2005.0000.0000.45040.	42518.70
--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GERARD MCCANTS

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030010-00 FY 2025 Acct No: 1000.50.20.2030.2030.2005.0000.0000.45040. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GERARD MCCANTS Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295232	09/05/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
004 POWER OVER ETHERNET (POE)	17.00 EACH	342.90000	5829.30
1 1000.50.20.2030.2030.2005.0000.0000.45040.			5829.30
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GERARD MCCANTS Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005 HARDWARE S&H	1.00 EACH	280.92000	280.92
1 1000.50.20.2030.2030.2005.0000.0000.45040.			280.92

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030010-00 FY 2025 Acct No: 1000.50.20.2030.2030.2005.0000.0000.45040. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GERARD MCCANTS Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	1295232	09/05/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GERARD MCCANTS Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total	54737.12
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.20.2030.2030.2005.0000.0000.45040.	54737.12	3386.42
RECREATION ADMINISTRATION EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	09/05/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	09/05/25	SCOTT KEARNEY	
Approved	09/05/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	09/05/25	MATTHEW ANDERSON	
Approved	09/05/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	09/05/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	09/05/25	KIM CARMODY	Auto approved by: 91055604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030010-00 FY 2025 Acct No: 1000.50.20.2030.2030.2005.0000.0000.45040. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GERARD MCCANTS Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/25	295232	09/05/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	09/05/25 DANIEL OTTO			
Approved	09/09/25 DONALD ROSE		Auto approved by: 9105fola	
Approved	09/09/25 SANDRA LEWIS		Auto approved by: 9105fola	
Approved	09/09/25 STEVEN KRONINGER		Auto approved by: 9105fola	
Approved	09/09/25 JOHNNIE HARRUB		Auto approved by: 9105fola	
Approved	09/09/25 SAMANTHA COOLEY		Auto approved by: 9105fola	
Approved	09/09/25 ANNE FOLEY			
Approved	09/09/25 JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
 Signature



TCP (TimeClock Plus)

Human Resources & Employee Scheduling Technology Solutions & Services

We believe that our time is best spent with you, and as the industry changes, we are involved to evolve with you. The standards our customers set are matched by our seamless, innovative v7 software, designed to help you better manage labor costs, reduce compliance risk, and easily comply with labor regulations all in real-time. Whether you need workforce management for thousands of employees or just a few, we have a customizable solution tailor made to fit your size. Our Express, Standard, and Professional software packages are designed with you mind, and guaranteed to help you optimize your workforce.

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From our mobile solutions to biometric clocks, we have created a scalable and comprehensive solution to optimize your time and attendance needs, available through OMNIA Partners.

- **Integrated Cloud Payroll, Human Resource, Time & Labor Management, and Employee Scheduling Technology Solutions and Service Support**

Region 14 ESC - TX | 14-10

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

TCP (TimeClock Plus) Contract Documentation

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

Integrated Cloud Payroll, Human Resource, Time & Labor Management, and Employee Scheduling Technology Solutions and Service Support

Region 14 ESC - TX

Contract Number: 14-10

Initial Term: December 1, 2022 through November 30, 2025

Renewal Options: Option to renew for two (2) additional one-year periods through November 20, 2027

RENEWED THROUGH November 30, 2026

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)
- [Contract Update 1](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

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



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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt
Kelsi Tippery, Grants Developer

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

This budget transfer is to complete the total contract amount for the Langan Dredging project, which is the 3rd phase of the RESTORE and ADEM-funded Three Mile Creek Watershed Restoration Project. The remainder of the contract is funded by grant agreements previously approved by City Council.

Amount of Contract:

\$45,563.00

Funding Source

C0964

ATTACHMENTS:

1. Joint Budget Transfer Request rev
2. RESOLUTION -Transfer Langan Park Dredging

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Brenda Rhodes
Cherlina Monteiro
James Barber

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 9/9/2025

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer \$ 45,563.00

FROM CAPITAL PROJECT#: C0964

CAPITAL PROJECT NAME: LANGAN PARK DREDGING

DEPT. PROJECT#: 2045

TO GRANT FUND PROJECT#: G-12MCWAT

PROJECT NAME: THREE MILE CREEK WATERSHED RESTORATION.

ACCT PROJECT STRING#: G-12MCWAT.FROMCAP 50235023.93030

Employee signature

Jennifer Greene
Approval signature

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 \$45,563.00 be transferred from District 7 Capital Project C0964 Langan Park Lake Dredging to Grant Project G-12MCWAT for Three Mile Creek Watershed Restoration Project.

.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Approve change order no 1 with Wiregrass Construction Co. Inc. for additional construction services.

Amount of Contract:

increase \$1,056,860.25; original contract \$1,569,107.77; new contract total \$2,625,968.02

Funding Source

C0914

ATTACHMENTS:

1. 2024-3005-04 Western Bayfront Resurfacing (Wiregrass Construction Co. Inc.) change order 1

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 9/4/2025

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Wiregrass Construction Co., Inc.
DISTRICT#: 1 ☒ formerly John G. Walton Construction
DEPT. PROJECT#: 2024-3005-04 Company, Inc.

REQUEST: Please Add ☒ \$ 1,056,860.25 from Capital Project#/Title:
#C0914 Western Bayfront Resurfacing
to contract# 5257.

Total amount of Change Order: \$ 1,056,860.25

Current contract amount: \$ 1,569,107.77

Revised contract amount: \$ 2,625,968.02

Comments: SAFETY CONCERNS FOR TRAVELING PUBLIC, REQUIRING
RESURFACING OF ADJACENT STREETS LOCATED WITHIN
PROJECT'S FUNDING LIMITS/BOUNDARIES


Employee signature


Approval signature

RESOLUTION-AMENDMENT

Sponsored by: **Mayor William S. Stimpson**
Councilman William Carroll

WHEREAS, the CITY entered into a contract dated **May 28, 2024**, with **Wiregrass Construction Co. Inc.** for construction services on the project known as **Western Bayfront Resurfacing (COM Project No. 2024-3005-04); and**

WHEREAS, the original contract amount was **\$1,569,107.77** for a unit priced based contract for the resurfacing, striping, and miscellaneous repairs of multiple downtown city streets; and

WHEREAS, during construction, additional roadway corridors in the nearby vicinity were discovered to need timely resurfacing, striping, and miscellaneous repairs; and

WHEREAS, the construction cost for the timely repair was estimated to require an additional **\$1,056,860.25** to be added to the **\$1,569,107.77**; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the addition of Change Order #1 in the amount of **\$1,056,860.25**, for a total of **\$2,625,968.02** to be paid to **Wiregrass Construction Co. Inc.** for the construction of **Western Bayfront Resurfacing (COM Project No. 2024-3005-04).**

Adopted:

City Clerk

CHANGE ORDER NUMBER 1 DATE 08/20/2025

PROJECT NAME AND NUMBER Western Bayfront Resurfacing
Project No. 2024-3005-04

AT _____

TO Wiregrass Construction Co. Inc., 3151 Hamilton Blvd, Theodore, AL 36582

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated May 28, 2024.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$	1,056,860.25
Estimated Under Run (Attachment "A")	\$	0.00
Additional Items (Attachment "C")	\$	0.00

Original Contract Price	\$	<u>1,569,107.77</u>
Net total of Previous Change Orders	\$	<u>0.00</u>
Previous Revised Contract	\$	<u>N/A</u>
THIS CHANGE ORDER NUMBER <u>1</u> (ADD)	\$	<u>1,056,860.25</u>
Revised Contract Price this Date	\$	<u>2,625,968.02</u>

Extension of time resulting from this change order 60

BY:

Mayor

ATTEST:

City Clerk

John Smith
City Engineer

APPROVED BY:

ACCEPTED BY:

Cham Hapto
Owner/President

ATTEST:

Charles Owens
Witness/Secretary

9/2/2025
Date

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Western Bayfront Resurfacing

PROJECT NUMBER: 2024-3005-04

The attached change order number 1 to contract with
Wiregrass Construction Co. Inc.

dated May 28, 2024 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.
- 6. Other:

REMARKS: _____



ENGINEER OR CONSULTANT



City Engineer



August 20, 2025

Tammy Lambeth, PE
Engineering Manager
City of Mobile Engineering Department
205 Government Street
Mobile, AL 36602

RE: 2024 Western Bayfront Resurfacing – Project No. 2024-3005-04

Dear Tammy:

We are submitting Change Order No. 1 for Project No. 2024-3005-04. This change order was instituted to address additional roadway corridors in near vicinity to the original project area that have been identified for resurfacing, striping, and miscellaneous repairs by City of Mobile Engineering staff.

The unit prices have been reviewed and found to be reasonable, fair, and equitable in today's market. We recommend approval of the Change Order No.1 because it is in the best interest of the City of Mobile and the safety of the traveling public.

The change order method is being used rather than competitive bids for three reasons. The competitive bid method would be more expensive, more time consuming, and is not practical given the schedule.

Please contact me at (251) 680-0548 or jacob.franklin@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Franklin'.

Jacob Franklin, PE
Project Manager
Kimley-Horn and Associates, Inc.

Cc: Mr. John Forrester
Mr. Michael Spence

**ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER/UNDER RUN**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: Wingra Construction Company
3151 Hamilton Blvd.
Theodore, AL 36582

TITLE: Western Bayfront Resurfacing
2024-3095-04

ITEM NO	DESCRIPTION	UNIT	ORIGINAL CONTRACT ITEMS			TOTAL OVER RUNS	
			QTY	PRICE	Total	QUANTITY	AMOUNT
201-A1	CLEARING AND GRUBBING (1' AND ST ONLY)	1	LS	\$ 14,274.63	\$ 14,274.63	-	\$ -
201-A2	CLEARING AND GRUBBING (1' AND ST ONLY)	1	LS	\$ 6,796.74	\$ 6,796.74	-	\$ -
206-C1	REMOVAL OF ASPHALT PAVEMENT (INCL SAWCUTTING ALL DEPTHS)	3280	SY	\$ 7.77	\$ 25,485.60	-	\$ -
206-C2	REMOVAL OF CONCRETE ROAD PANELS (INCL SAWCUTTING ALL DEPTHS)	1450	SY	\$ 11.57	\$ 16,775.50	-	\$ -
206-D	REMOVAL OF CONCRETE CURB AND GUTTER (INCL SAWCUTTING ALL DEPTHS)	575	LF	\$ 11.63	\$ 6,687.25	150.00	\$ 1,744.50
210-A	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	2000	CY	\$ 26.50	\$ 53,000.00		\$ -
210-D	ROADWAY EXCAVATION (LOOSE TRUCK BED MEASUREMENT) (A-2 OR BETTER)	1600	CY	\$ 23.20	\$ 37,120.00		\$ -
218-B	FOUNDATION BACKFILL COMMERCIAL	100	CY	\$ 118.04	\$ 11,804.00		\$ -
210-A	ROADDED PROCESSING	0	STA	\$ 1,500.00	\$ -	3.00	\$ 4,500.00
260-A	FLOWABLE FILL	10	EY	\$ 437.00	\$ 4,370.00		\$ -
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE 1, PLANT MIXED, 6" COMPACTED THICKNESS	3500	SY	\$ 32.79	\$ 114,765.00		\$ -
305-B	SELECTED MATERIALS, 53 STONE, FOR WIDE USE	50	TON	\$ 101.13	\$ 5,056.50	24.27	\$ 2,454.43
408-A1	PLANNING EXISTING PAVEMENT (APPROXIMATELY 1/2" THRU 3/4" THICK)	10840	SY	\$ 5.67	\$ 61,452.80	35,961.00	\$ 703,910.21
408-A2	PLANNING EXISTING PAVEMENT (APPROXIMATELY 1/2" THRU 3/4" THICK)	3620	SY	\$ 5.04	\$ 18,244.80		\$ -
429-A	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MAX, ESAL RANGE C/D (165 LBS/SY) (INCL TACK COAT & CLEANING CURTRESS)	5158	TON	\$ 111.24	\$ 648,634.00	4,587.84	\$ 556,229.72
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MAX, ESAL RANGE C/D (165 LBS/SY) (INCL TACK COAT)	450	TON	\$ 138.81	\$ 62,464.50	225.00	\$ 31,232.25
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MAX, ESAL RANGE C/D (165 LBS/SY) (INCL TACK COAT)	750	TON	\$ 177.09	\$ 44,272.50		\$ -
429-B3	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, UPPER BINDER, 3/8" MAX AGGREGATE SIZE MAX, ESAL RANGE C/D (165 LBS/SY) (INCL TACK COAT)	310	TON	\$ 166.22	\$ 51,528.20	125.00	\$ 20,772.50
450-A	IMPROVED BITUMINOUS CONCRETE PAVEMENT, 6" THICK	225	SY	\$ 378.00	\$ 85,050.00		\$ -
503-A	STEEL REINFORCEMENTS	2250	LB	\$ 2.16	\$ 4,860.00		\$ -
535-A1	PIPELINE CLEANING	1000	LF	\$ 21.60	\$ 21,600.00	119.43	\$ 2,580.12
535-A2	PIPELINE VIDEOING	1000	LF	\$ 10.80	\$ 10,800.00		\$ -
600-A	MOBILIZATION/DEMOLITION	1	LS	\$ 74,900.00	\$ 74,900.00		\$ -
613-D	MANHOLE RAMP, TYPE A (INCL DOME)	1	EA	\$ 2,150.60	\$ 2,150.60	2.00	\$ 4,301.20
623-C	CONCRETE CURB AND GUTTER (MATCH IN SHAPE)	575	LF	\$ 43.30	\$ 24,860.00	193.00	\$ 8,337.60
641-S	VALVE BOX RESET	25	EA	\$ 82.11	\$ 2,052.75	4.00	\$ 328.44
645-E	MANHOLE FRAME AND COVER RESET	25	EA	\$ 311.13	\$ 7,778.25	3.00	\$ 7,890.17
650-A	TOPSOIL (4" THICK) (FIRM)	50	CY	\$ 79.48	\$ 3,974.00	11.00	\$ 1,013.24
652-A	SEEDING	0.5	AC	\$ 2,160.00	\$ 1,080.00		\$ -
654-A	DODDING (MATCH EXISTING)	100	SY	\$ 5.51	\$ 551.00		\$ -
656-A	MULCHING	0.5	AC	\$ 4,104.00	\$ 2,052.00		\$ -
645-E	POLYETHYLENE	50	SY	\$ 3.24	\$ 162.00		\$ -
645-G	SAND BAGS	100	EA	\$ 10.80	\$ 1,080.00		\$ -
645-I	SALT FENCE (TYPE A)	200	LF	\$ 4.05	\$ 1,230.00		\$ -
645-Q	WATTLES	100	LF	\$ 10.26	\$ 1,026.00		\$ -
624-A	CONSTRUCTION SAFETY FENCE	300	LF	\$ 5.78	\$ 1,734.00		\$ -
650-A	PROJECT SIGN (PORTABLE)	1	EA	\$ 1,119.85	\$ 1,119.85		\$ -
701-A1	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	8	MI	\$ 5,940.00	\$ 23,760.00	0.45	\$ 2,673.00
701-A2	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	4	MI	\$ 5,635.00	\$ 26,460.00	0.21	\$ 1,389.15
701-A3	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	0.25	MI	\$ 5,940.00	\$ 1,485.00	0.30	\$ 5,346.00
701-A4	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	0	MI	\$ 5,100.00	\$ -	1.78	\$ 9,078.00
701-B	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	0	LF	\$ 3.60	\$ -	228.00	\$ 820.80
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	1500	SY	\$ 7.56	\$ 11,340.00	2,642.00	\$ 19,973.51
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	250	SY	\$ 7.56	\$ 1,890.00	10.99	\$ 82.40
703-H	SPECIALTY TRAFFIC CONTROL MARKINGS	0	SY	\$ 66.00	\$ -	72.00	\$ 4,752.00
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 10 (YELLOW)	200	EA	\$ 6.48	\$ 1,296.00		\$ -
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 1 (BLUE)	25	EA	\$ 21.80	\$ 540.00		\$ -
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 3A (WHITE)	35	EA	\$ 6.48	\$ 226.80		\$ -
740-A	TRAFFIC CONTROL	1	LS	\$ 5,940.00	\$ 5,940.00	3.50	\$ 20,790.00
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	1	LS	\$ 50,000.00	\$ 50,000.00	3,032.210	\$ 151,616.00
TOTALS					\$1,549,197.77		\$1,858,865.25

TOTAL OVER RUNS FOR CHANGE ORDER NO. 1 = \$

11,914,888.28

TOTAL UNDER RUNS FOR CHANGE ORDER NO. 1 = \$

10.00

CHANGE ORDER NO. 1 (ADD) = \$

\$1,044,888.25

ENGINEER:

CONTRACTOR:

Handwritten signature of Kevin Taylor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2025

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 McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Martha Lee Hawkins / Ext 9406 PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: mhawkins@mcgriff.com FAX (A/C, No):
INSURED Wiregrass Construction Company, Inc. dba Mobile Asphalt Company 1830 Hartford Highway Post Office Drawer 929 Dothan, AL 36301	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : Allied World National Assurance Company INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 11150 10690

COVERAGES

CERTIFICATE NUMBER: JANCHSVJ

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ZAGLB9247603	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ 12,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ZACAT9276803	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			03125099	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	ZAWCI9966603	10/01/2024	10/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$ \$

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

Project: Western Bayfront Project - City of Mobile

CERTIFICATE HOLDER

Kimley-Horn 11 N. Water Street, Suite 9290 Mobile, AL 36602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmember William Carroll

WHEREAS, bids for street resurfacing for district 2 were received and opened on April 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of \$1,569,107.77.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

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

Name of Company: John G. Walton Construction Company, Inc.

Project Name: Western Bayfront Resurfacing
(D2)

Project Number: 2024-3005-04

Amount: \$1,569,107.77

Adopted: **MAY 28 2024**



City Clerk



WESTERN BAYFRONT RESURFACING

PROJECT No. 2024-3005-04

BID DATE – APRIL 24, 2024

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, APRIL 24, 2024, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2024-3005-04
Project: Western Bayfront Resurfacing
Project Description: Street Resurfacing

Plans and contract documents may be inspected and obtained in the office of *Kimley-Horn and Associates, 11 N. Water Street, Suite 9290, Mobile, AL 36602* upon payment of Eighty-Five dollars (\$85.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Friday, April 19, 2024.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 17, 2024, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **WESTERN BAYFRONT RESURFACING**, City of Mobile Project No. **2024-3005-04**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE MARCH 27, 2024, APRIL 3, 2024, & APRIL 10, 2024.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside "Bid for completion of **WESTERN BAYFRONT RESURFACING**, City of Mobile Project No. **2024-3005-04**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/24/2024

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises.

Project No: 2024-3005-04

Project Name: WESTERN BAYFRONT RESURFACING

Project Description: Street Resurfacing

Major work items include: Pavement Planing, Bituminous Concrete, & Pipe Cleaning

The Bidder further agrees to construct the improvements in **120 working days**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Friday, April 19, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-A1	1	LS	CLEARING AND GRUBBING	Fourteen Thousand Two Hundred Seventy Four Dollars and Sixty Three Cents	\$14,274.63	\$14,274.63
201-A2	1	LS	CLEARING AND GRUBBING (YEEND ST ONLY)	Six Thousand Seven Hundred Ninety Six Dollars and Seventy Four Cents	\$6,796.74	\$6,796.74
206-C1	3280	SY	REMOVAL OF ASPHALT PAVEMENT (INCL. SAWCUTTING ALL DEPTHS)	Seven Dollars and Seventy Seven Cents	\$7.77	\$25,485.60
206-C2	1450	SY	REMOVAL OF CONCRETE ROAD PANELS (INCL. SAWCUTTING ALL DEPTHS)	Eleven Dollars and Fifty Seven Cents	\$11.57	\$16,776.50
206-D	575	LF	REMOVAL OF CONCRETE CURB AND GUTTER (INC. SAWCUTTING ALL DEPTHS)	Eleven Dollars and Sixty Three Cents	\$11.63	\$6,687.25
210-A	2000	CY	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	Twenty Six Dollars and Fifty Cents	\$26.50	\$53,000.00
210-D	1600	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Twenty Three Dollars and Twenty Cents	\$23.20	\$37,120.00
214-B	100	CY	FOUNDATION BACKFILL COMMERCIAL	One Hundred Ten Dollars and Ninety Four Cents	\$110.94	\$11,094.00
260-A	10	CY	FLOWABLE FILL	Four Hundred Thirty Two Dollars and No Cents	\$432.00	\$4,320.00
301-A	3500	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Thirty Two Dollars and Seventy Nine Cents	\$32.79	\$114,765.00
305-B	50	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	One Hundred One Dollars and Thirteen Cents	\$101.13	\$5,056.50
408-A1	10840	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Five Dollars and Sixty Seven Cents	\$5.67	\$61,462.80
408-A2	3620	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 2.10" THRU 3.5" THICK)	Five Dollars and Four Cents	\$5.04	\$18,244.80

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
429-A	5350	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY) (INCL TACK COAT & CLEANING GUTTERS)	One Hundred Twenty One Dollars and Twenty Four Cents	\$121.24	\$648,634.00
429-B1	450	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>LEVELING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LB/SY) (INCL TACK COAT)	One Hundred Thirty Eight Dollars and Eighty One Cents	\$138.81	\$62,464.50
429-B2	250	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>PATCHING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LB/SY) (INCL TACK COAT)	One Hundred Seventy Seven Dollars and Nine Cents	\$177.09	\$44,272.50
429-B3	310	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>UPPER BINDER</u> , 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165-220 LB/SY) (INCL TACK COAT)	One Hundred Sixty Six Dollars and Twenty Two Cents	\$166.22	\$51,528.20
450-A	225	SY	REINFORCED CONCRETE PAVEMENT, 6" THICK	Three Hundred Seventy Eight Dollars and No Cents	\$378.00	\$85,050.00
502-A	2250	LB	STEEL REINFORCEMENTS	Two Dollars and Sixteen Cents	\$2.16	\$4,860.00
539-A1	1000	LF	PIPELINE CLEANING	Twenty One Dollars and Sixty Cents	\$21.60	\$21,600.00
539-A2	1000	LF	PIPELINE VIDEOING	Ten Dollars and Eighty Cents	\$10.80	\$10,800.00
600-A	1	LS	MOBILIZATION/DEMOBILIZATION	Seventy Four Thousand Nine Hundred Dollars and No Cents	\$74,900.00	\$74,900.00
618-D	1	EA	HANDICAP RAMP, TYPE A (INCL. DOMES)	Two Thousand One Hundred Sixty Dollars and Sixty Cents	\$2,160.60	\$2,160.60
623-C	575	LF	CONCRETE CURB AND GUTTER (MATCH IN KIND)	Forty Three Dollars and Twenty Cents	\$43.20	\$24,840.00
641-S	25	EA	VALVE BOX RESET	Eighty Two Dollars and Eleven Cents	\$82.11	\$2,052.75
645-K	75	EA	MANHOLE FRAME AND COVER RESET	Three Hundred Twenty One Dollars and Thirteen Cents	\$321.13	\$24,084.75

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
650-A	50	CY	TOPSOIL (4" THICK) (TBM)	Seventy Nine Dollars and Forty Eight Cents	\$79.48	\$3,974.00
652-A	0.5	AC	SEEDING	Two Thousand One Hundred Sixty Dollars and No Cents	\$2,160.00	\$1,080.00
654-A	100	SY	SODDING (MATCH EXISTING)	Five Dollars and Fifty One Cents	\$5.51	\$551.00
656-A	0.5	AC	MULCHING	Four Thousand One Hundred Four Dollars and No Cents	\$4,104.00	\$2,052.00
665-E	50	SY	POLYETHYLENE	Three Dollars and Twenty Four Cents	\$3.24	\$162.00
665-G	100	EA	SAND BAGS	Ten Dollars and Eighty Cents	\$10.80	\$1,080.00
665-J	200	LF	SILT FENCE (TYPE A)	Six Dollars and Five Cents	\$6.05	\$1,210.00
665-Q	100	LF	WATTLES	Ten Dollars and Twenty Six Cents	\$10.26	\$1,026.00
674-A	300	LF	CONSTRUCTION SAFETY FENCE	Five Dollars and Twenty Eight Cents	\$5.28	\$1,584.00
690-A	1	EA	PROJECT SIGN (PORTABLE)	One Thousand One Hundred Nineteen Dollars and Eighty Five Cents	\$1,119.85	\$1,119.85
701-A1	4	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	Five Thousand Nine Hundred Forty Dollars and No Cents	\$5,940.00	\$23,760.00
701-A2	4	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	Six Thousand Six Hundred Fifteen Dollars and No Cents	\$6,615.00	\$26,460.00
701-A3	0.25	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	Five Thousand Nine Hundred Forty Dollars and No Cents	\$5,940.00	\$1,485.00

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
703-A	1500	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Seven Dollars and Fifty Six Cents	\$7.56	\$11,340.00
703-B	250	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	Seven Dollars and Fifty Six Cents	\$7.56	\$1,890.00
705-A1	200	EA	PAVEMENT MARKERS, CLASS A, TYPE 2D (YELLOW)	Six Dollars and Forty Eight Cents	\$6.48	\$1,296.00
705-A2	25	EA	PAVEMENT MARKERS, CLASS A, TYPE 2 (BLUE)	Twenty One Dollars and Sixty Cents	\$21.60	\$540.00
705-A3	35	EA	PAVEMENT MARKERS, CLASS A, TYPE 2A (WHITE)	Six Dollars and Forty Eight Cents	\$6.48	\$226.80
740-A	1	LS	TRAFFIC CONTROL	Five Thousand Nine Hundred Forty Dollars and No Cents	\$5,940.00	\$5,940.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Fifty Thousand Dollars and Zero Cents per LUMP SUM	\$50,000.00	\$50,000.00

TOTAL BASE BID		\$1,569,107.77
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ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY **John G. Walton Construction Co., Inc.**
SIGNATURE *John G. Walton*
DATE 4/24/2024

ADDENDUM NO. 2
CITY OF MOBILE WESTERN BAYFRONT RESURFACING
April 23, 2024

TO: Prospective Bidders

FROM: City of Mobile
Mobile, AL

Engineer of Record:
Kimley-Horn and Associates, Inc.
11 North Water Street, RSA Battle House Tower, Suite 9290
Mobile, Alabama 36602
Phone: (251) 680-0548

SUBJECT: City of Mobile Western Bayfront Resurfacing Project
Project No. 2024-3005-04

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 2024, as noted below. Acknowledge receipt of this Addendum by including this Addendum #1 with your proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages.

CHANGES TO SPECIFICATIONS

1.01 ITEM III PROPOSAL

1. Bid Form

- a. Item No. 201-A Clearing and Grubbing, replace with the following: Item 201-A1, Clearing and Grubbing.
- b. Add Item No. 201-A2 Clearing and Grubbing (Yeend St Only).
- c. Item No. 206-C2, Removal of Concrete Road Panels (Incl. Saw Cutting all Depths), increase quantity to 1,450 SY.
- d. Item No. 538-A Drainage Pipe Rehabilitation, remove this item in its entirety.
- e. Item No. 538-B Pipe Joint Repair, remove this item in its entirety.

1.02 ITEM VIII SPECIAL PROVISIONS

1. Replace Special Provision No. 4 with the following:

“The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.”

CHANGES TO THE DRAWINGS

1.03 Drawings attached, dated 04/22/2024, shall replace all drawings, dated 02/23/2024.

RFI's

Question 1: For valve box and manhole frame & cover reset, are riser rings acceptable?

Response: Yes, riser rings are acceptable.

Question 2: Where is the concrete curb and gutter to be removed & replaced?

Response: We anticipate the concrete curb and gutter to be disturbed and broken along the Canal St. repair sections. Much of this corridor has asphalt overlapping the curb, and some curb already appears to be broken/upheaved.

Question 3: Is there a detail for the reinforced concrete pavement?

Response: Reinforced concrete pavement detail and joint details have been added to the updated drawings. Refer to Sheet C-100. The reinforced concrete pavement bid item is intended for a potential repair location along Short Texas Street. This is not annotated in the plans and will need to be confirmed by the Geotechnical Engineer.

CLARIFICATION:

1. Included with this addendum is an electronic updated copy of the specifications and drawings. Changes to the plans and specifications have already been completed in these updated documents.

++ END OF ADDENDUM ++

Shaun Stapleton

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Tuesday, April 23, 2024 1:45 PM
To: Franklin, Jacob; Black, Brandon; sshugart@mobileasphalt.com; Shaun Stapleton; Drew Windham; Jennings Clayton; Chandler Owens
Cc: Forrester, John
Subject: Western Bayfront Resurfacing - Addendum #1

Hey everyone, we sent out an addendum and plans/spec this morning around 9:45. Please let me know if you received it.

Also, on the Addendum, in the Clarification section, #2: remove this item, we have decided we WILL HAVE an Asphalt Index.

Sorry for our last minute change!

Thank you,

Jake Clements

Engineer

City of Mobile

Office: (251) 208-1035

Cell: (251) 431-4290

jake.clements@cityofmobile.org



ADDENDUM NO. 1
CITY OF MOBILE WESTERN BAYFRONT RESURFACING
April 22, 2024

TO: Prospective Bidders

FROM: City of Mobile
Mobile, AL

Engineer of Record:
Kimley-Horn and Associates, Inc.
11 North Water Street, RSA Battle House Tower, Suite 9290
Mobile, Alabama 36602
Phone: (251) 680-0548

SUBJECT: City of Mobile Western Bayfront Resurfacing Project
Project No. 2024-3005-04

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 2024, as noted below. Acknowledge receipt of this Addendum by including this Addendum #1 with your proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages.

CHANGES TO SPECIFICATIONS

1.01 ITEM III PROPOSAL

1. Bid Form

- a. Item No. 201-A Clearing and Grubbing, replace with the following: Item 201-A1, Clearing and Grubbing.
- b. Add Item No. 201-A2 Clearing and Grubbing (Yeend St Only).
- c. Item No. 206-C2, Removal of Concrete Road Panels (Incl. Saw Cutting all Depths), increase quantity to 1,450 SY.
- d. Item No. 538-A Drainage Pipe Rehabilitation, remove this item in its entirety.
- e. Item No. 538-B Pipe Joint Repair, remove this item in its entirety.

1.02 ITEM VIII SPECIAL PROVISIONS

1. Replace Special Provision No. 4 with the following:

“The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.”

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Question 3: Is there a detail for the reinforced concrete pavement?

Response: Reinforced concrete pavement detail and joint details have been added to the updated drawings. Refer to Sheet C-100. The reinforced concrete pavement bid item is intended for a potential repair location along Short Texas Street. This is not annotated in the plans and will need to be confirmed by the Geotechnical Engineer.

CLARIFICATION:

1. Included with this addendum is an electronic updated copy of the specifications and drawings. Changes to the plans and specifications have already been completed in these updated documents.
2. Special Provision No. 44 states: There shall be **NO** adjustment to fuel or asphalt index for this project.

++ END OF ADDENDUM ++

Base Bid

Total (All items listed in Proposal) \$1,569,107.77

Written in words one million five hundred sixty-nine thousand one hundred seven dollars & seventy-seven cents

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John G. Walton
President
John G. Walton
Print
Blake LaMont
Secretary
John G. Walton
Print
John G. Walton
Treasurer
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: Blake LaMont
Secretary

20293
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.

(Name of Contractor)

1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689

(Address)

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Name of Surety)

1299 ZURICH WAY, SCHAUMBURG, IL 60196

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$ 10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for WESTERN BAY FRONT RESURFACING, City of Mobile Project No. 2024-3005-04.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered

APRIL 24, 2024

(Date)

JOHN G. WALTON CONSTRUCTION
COMPANY, INC.

(Contracting Firm)

Witness as to Principal By:

[Signature]

(SEAL)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

(Name of Surety)

COUNTERSIGNED:

N/A

Alabama Resident Agent

By

[Signature]

LESLIE A. PAULSEN, ATTORNEY-IN-FACT



BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

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

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of September, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of April, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond No. 9420782

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
2024.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G. Walton
(Signature)

JOHN G. WALTON, PRESIDENT

(Print)
ITS: President
(Title)

ATTEST:

Shawn Stapleton
(Signature)

Shawn Stapleton (Print)
ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A. Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Krystle Sharp
(Signature)

Krystle Sharp (Print)
ITS: Bond Acct. Executive

Corporate Seal





ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of September, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

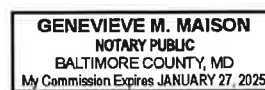
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2024 .



Thomas O. McClellan

Thomas O. McClellan
Vice President



TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond No. 9420782

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(Name and Address or legal title of one or more sureties)

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2024.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G. Walton
(Signature)
JOHN G. WALTON, PRESIDENT

ITS: President
(Print)
(Title)

ATTEST:

Shawn Stapleton
(Signature)
Shawn Stapleton (Print)
ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A. Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Krystle Sharp
(Signature)
Krystle Sharp (Print)

ITS: Bond Acct. Executive
(Title)

Corporate Seal



During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

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

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General —Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
 12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.
- Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 28 day of May, 2024, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Construction Co., Inc. party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: WESTERN BAYFRONT RESURFACING

Project No: 2024-3005-04

Project Description: Street Resurfacing

Major work items include: Pavement Planing, Bituminous Concrete, & Pipe Cleaning

City of Mobile Project Number **2024-3005-04** all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total ** \$ 1,569,107.77) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Kimley-Horn and Associates, Inc.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2024 Capital Improvement Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: William S. Stimpson

ITS MAYOR

ATTEST:

BY: Lana Pafenbacher

ASSISTANT CLERK

Lana Pafenbacher



CONTRACTOR:

WITNESSES:

AN INDIVIDUAL

(Print)

(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: (IF CORPORATION)

John G. Walton Construction Co., Inc. (Print)

BY: John G. Walton

ITS PRESIDENT

John G. Walton (Print)

ATTEST:

Blake Lamont

ITS SECRETARY

Blake Lamont (Print)

Corporate Seal

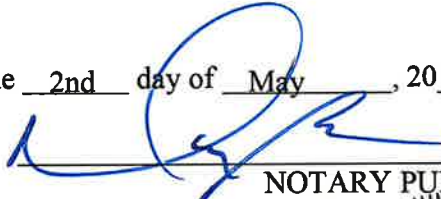
5/2/2024

DATE

STATE OF ALABAMA
CITY OF MOBILE

I, Debra Balams, a Notary Public in and for said State and County, hereby
certify that John G. Walton, whose name as President of
John G. Walton Construction Company, 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 2nd day of May, 2024.


NOTARY PUBLIC

My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109. SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210. PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 246 GABIONS

246.01 DESCRIPTION

The work under this Section shall consist of furnishing assembling, tying and filling with approved stones, open PVC coated welded wire baskets, construction in accordance with these specifications and placed in reasonably close conformity to the lines, grades and dimensions shown on the plans or directed by the Engineer. Other work specified in this section shall include furnishings and placing geotextile fabric between the backfill material and the inner face of the gabions as shown on the plans.

246.02 MATERIAL

(a) Filter Blanket

Filter Blanket shall be a woven material meeting the requirements of Subarticle 814.03 (c).

(b) Stone Fill

Stone used in the gabions shall be sound and durable, from any source approved by the Engineer. No stone shall be less than three inches, minimum dimension, nor

greater than six inches. The stone shall be crushed and shall be reasonably well graded between the limiting sizes.

(c) Gabion Baskets

PVC coated galvanized steel wire gabion basket units shall be of non-raveling construction, fabricated from a welded square wire mesh of hot dipped galvanized steel wired having a minimum diameter of 0.105 inches after galvanization; and additionally, shall be coated with a minimum of 0.020 inches of PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. Mesh openings shall be square in shape and uniform in size, measuring not more than 3 inches by 3 inches. The PVC coated wire of all gabion components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion, and retain these characteristics after a period of not less than 3,000 hours under test in accordance with ASTM Test Designation G-23.

Gabions shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified by the plans. Gabions shall be of single unit construction. The base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

The field connections between adjacent wire baskets shall be made as recommended by the manufacturer and shall develop a connection strong enough that the failure under test shall occur in the mesh rather than in the lacing.

Each shipment of gabions to a job site shall be accompanied by a certification, on company letterhead, and signed by an officer of the company, which states that the material conforms to the requirements of the contract specifications and ASTM designation A974-97 manufacturing requirements.

The Engineer reserves the right to modify any portion in order to enhance the final product.

(d) Grout

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of 1/4 inch, and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabions baskets shall not be grouted when the ambient temperature is below 35 degrees F. or above 89 degrees F., unless approved by the

Engineer in writing; nor when the grout, without special preparation, is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets shall be grouted in successive longitudinal strips, approximately ten (10) feet in length, commencing at the furthest in-channel edge and working back towards the top-of-bank. Each batch of grout shall be dumped onto the ungrouted part of the strip and worked in to the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow on the gabion basket surface a distance in excess of ten (10) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms, and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. After completion of any strip as specified, no workman or any load shall be permitted in the grouted surface for at least twenty four (24) hours.

The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) day; during which time the grouted surface shall also be protected from flowing water and mechanical injury.

246.03 CONSTRUCTION REQUIREMENTS

(a) Excavation & Backfill

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(b) Filter Blanket

Filter Blanket (geotextile) shall be installed in accordance with Section 610.

(c) Gabion Assembly and Installation

Gabion baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed at three foot (3') nominal spacings in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely fastening all diaphragms and edges of the gabion.

Empty gabion baskets shall be installed according to manufacturer's recommendations and to the details shown on the plans. They shall be individually placed on the approved surface to the lines and grades as shown on the drawings or as directed by

the Engineer, with the sides, ends and diaphragms erected in a manner that will insure that correct position of all creases and that the top of all sides are level. All adjoining empty gabion units must be connected by tie wire lacing along the perimeter of their contact surfaces in order to obtain a monolithic structure.

The initial line of basket units shall be placed on the prepared bedding layer surface in a direction parallel to stream flow, unless otherwise shown on the drawings, and shall be partially filled with stones by hand to provide anchorage against deformation and displacement during the remainder of the filling operation. Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage any galvanize or PVC wire coating, to assure a minimum of voids between the stones, and to assure that maintenance of alignment throughout the filling process. Undue bulging of the mesh shall be avoided. Along all exposed faces, the outer layer of stones shall be carefully placed and arranged by hand to insure a neat and compact appearance. Where shown on the drawings or as directed by the Engineer, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face.

(d) Grouted Gabions

Gabions installed as specified herein shall be grouted in areas indicated on the drawings or directed by the Engineer. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified hereinbefore. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units as specified hereinbefore. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of 6 inches prior to grouting.

(e) Stone Filled Voids

Irregular shaped areas in the ditch sides not conforming to an area that will accommodate a gabion basket shall be filled with stones in the manner specified for gabion and grouted. NO DIRECT PAYMENT.

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all cost associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

246.05 BASIS OF PAYMENT

(a) Unit Price Coverage

The quantity of gabions or stone filled voids acceptably placed, measured as noted above, will be paid for at the contract unit price bid, which shall be full compensation for furnishing all materials, including filter fabric, wire mesh and stone, labor, equipment, tools, and incidental necessary to compete this Item of work.

(b) Payment Will be Made Under Item No:

246-A Gabions – per Cubic Yard

246-E Grout for Gabions – per Cubic Yard

6. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2022 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 538 STORM WATER DRAINAGE PIPE REHABILITATION

538-A.01

Description

This Section shall cover the work of rehabilitating existing Storm Water Pipe using a cured-in-place liner (CIPP), at the locations shown on the plans or directed by the Engineer.

538-A.02

Referenced Documents

American Society for Testing and Materials Documents:

- ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),
- ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP),
- ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe),
- ASTM 0790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and
- D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

By reference the above listed documents are hereby made a part of this Specification and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

538-A.03

Product and Contractor Qualification Requirements

The provided product shall have a 50-year design life. Only proven products with substantial long-term track records will be approved. All Contractors must submit proof that they meet the below product and installer requirements of this section with their bid.

In order for CIPP products and contractors to be deemed Acceptable and Approved for this project they must meet the following criteria:

1. For a Manufacturer's inversion liner product to be considered proven, a minimum of 250,000 linear feet of successful installations in the U.S. must be documented to the satisfaction of the City.
2. The Manufacturer of the inversion liner product must operate under a quality management system that is third party certified to ISO 9001:2000 or other internationally recognized organization standards.
3. Third Party Test Results for the pipe rehabilitation product resin system supporting the long-term performance and structural strength of the product shall be submitted for approval, and such data shall be satisfactory to the City.
4. For a Contractor to be approved by the City, the Contractor must submit with their bid correspondence from the Manufacturer stating that the Contractor is certified to install the Manufacturer's inversion liner Product.
5. The Contractor Superintendent(s) designated for this project must have had at least 5 (five) years of continuous active experience in the installation of CIPP. This shall be documented to the City's satisfaction.

538-A.04

Submittals

The Contractor shall submit to the Engineer documentation which may include shop drawings, ASTM Standards and manufacturer's data for the following items:

1. Lining material to be installed.
2. Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications.
3. Bypass plan layout to be used if needed.
4. Safety plan.
5. Design calculations for CIPP thickness of the liner system.
6. Procedures for preparing CIPP samples and testing of physical properties.
7. Pre-installation Inspection Reports.

The submittal items listed above shall be submitted by Contractor to the Engineer after Notice of Award and prior to beginning the work. All Submittals shall be approved prior to beginning work.

The Contractor shall submit eight copies of the product data and installation procedures of the cured-in-place liner. The submittal of the product data and installation procedures shall be complete to the point that the physical properties of all required materials are identified and all installation procedures are thoroughly described. An incomplete submittal will be returned to the contractor for completion.

538-A.05

Safety

The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces. The Contractor is completely responsible for all safety requirements and shall hold harmless the City and Engineer for any claims, fines, or other penalties filed against this work.

538-A.06

Materials

A. CIPP Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments and stretch to fit irregular pipe sections.
2. the wet-out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.
3. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for

circumferential stretching during installation.

4. The outside layer of the Tube shall be coated with an impermeable flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
5. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
7. Seams in the Tube shall be stronger than the non-seamed felt material.
8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The Tubes must be manufactured in the USA.
9. Resin -The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the Tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813, and ASTM F1743, the physical properties herein, and those which are to be utilized in the submittal and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. Testing Requirements

1. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
2. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
3. CIPP Field Samples - When requested by the City, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Sampled for this project shall be made and tested as described in Section 10.1.

C. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A

percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3. The Enhancement Factor '1<' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.
4. The layers of cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

Minimum CIPP Physical Properties Cured Polyester Composite

<u>Property</u>	<u>Test Method</u>	<u>min. per ASTM f 1216</u>	<u>Enhanced Resin</u>
Modulus of Elasticity	ASTMD790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5, or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix XI. Design Considerations of ASTM F1216, and the following design parameters.

Design Safety Factor (typically used value)	<u>2.0</u>
Retention Factor for Long-Term Flexural Modulus for Design (As determined by long-term tests of section 5.2 and approved by the Owner)	<u>=50% - 75%</u>
Ovality* (calculated from (XI.1 of ASTM F1216))	<u>=2%</u>
Enhancement Factor, K	<u>=See Section 5.3</u>
Groundwater Depth (above invert of existing pipe) *	<u>= 1/2 Soil Depth MI</u>
Soil Depth (above crown of existing pipe) *	<u>=Field Conditions(ft)</u>
Soil Modulus**	<u>-----</u>
Soil Density**	<u>=120 ocf</u>
Live Load**	<u>=H20 Highway</u>
Design Condition (partially or fully deteriorated) ***	<u>=FD</u>

* Denotes information, which can be provided here or in inspection videotapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.
(See ASTM F1216 Appendix) The Owner will be the sole judge as to pipe conditions and parameters utilized in design.

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing

pipe shall not be included in the structural CIPP wall thickness computation.

D. Responsibilities for Incidental Items

If a street must be closed to traffic, the Contractor shall contact the Traffic Engineer to obtain a permit for street closure and institute the actions necessary to provide access for the mutually agreed time period. The Contractor shall also contact the Water and Sewer Agency to obtain access to water hydrants for cleaning, installation and other process related work item requiring water. Costs of water shall be the responsibility of the contractor.

Bypassing Storm Water - The Contractor, when required, shall provide for the flow of storm water around the section or sections of pipe designated for repair. Plugging the line at an existing upstream inlet or manhole and pumping the flow into a downstream inlet or manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the flow. The Engineer may require a detail of the bypass plan to be submitted. The Contractor shall plan his activities such that, during periods of high flow, the system will not be constricted.

Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using closed circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding obstruction, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction.

Such excavation shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a separate pay item.

Public Notification - The Contractor shall implement a public notification program for area residents and businesses informing them of the work to be conducted.

- A. Written notice to be delivered to each home or business in the adjacent area the day prior to the beginning of work being conducted on the section, local telephone number of the Contractor they can call to discuss the project or any potential problems.
- B. The Contractor shall coordinate activities with residents adjacent to the pipeline prior to entering their yards and obtain permission to do so. In the event the resident refuses permission, the City and Engineer will assist the Contractor in obtaining permission.

Construction Requirements

A. Inspection of Pipe Prior to Rehabilitation

Inspection of the pipeline shall be performed by experienced personnel trained in locating breaks, obstacles, connections, and junctions by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the liner into the pipe. A video tape and suitable log shall be submitted to the Engineer for review prior to the installation of the liner. The installation of the liner shall not begin until the Engineer informs the Contractor that the review of the inspection tape and log has been completed.

B. Cleaning and Repairing Pipe

The Contractor shall clean the pipeline of all obstructions that will prevent the insertion of the liner.

Cleaning of Lines - The Contractor, when required, shall remove all internal debris out of the line that will interfere with the installation of CIPP. Any hazardous waste material encountered during this project will be considered as a changed condition.

If the extent of obstruction and damage is severe, the Engineer may require the Contractor to uncover the pipe, remove the obstructions, and repair the pipe. Excavation and repair work will be paid for as Point Repair.

The Contractor shall not install the liner in roadway pipe sections having dropped joints or line swags without prior approval from the Engineer.

C. Installation

CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

Curing shall be accomplished by utilizing steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Inspection

CIPP samples shall be prepared for each installation designated by the owner/engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as calculated in paragraph 5.6 of this document.

Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6

Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

E. Delivery, Storage, and Handling of Materials

The Contractor shall be responsible for delivery, storage, and handling of products. Products shall be kept safe from damage. Damaged products shall be removed from the job site promptly and shall be replaced with undamaged products.

F. Installation Procedure

The Contractor shall install the pipe liner in accordance with the installation procedures that have been distributed by the Engineer after being submitted by the Contractor. In the event insertion requires the removal of an inlet or manhole top in order to make the insertion, the Engineer and Contractor shall select a structure from which the top will be removed. The Contractor will be paid for removing and rebuilding the top under Bid Item No. 621-C, Rebuilding Inlet and Manhole Tops, per each. All existing metal parts shall be salvaged and reused.

G. Sealing Pipe at Junction Box, Inlet or Headwall

If there is not a tight seal in a junction box, inlet or headwall, the Contractor shall apply a sealant at that point by pressure injection or other means to ensure a watertight seal. The repair shall be rechecked after 48 hours to ensure that the seal is holding. If the seal does not hold, the Contractor shall continue to apply sealant until a seal is made and there are no leaks. The Contractor shall seal the pipe without additional compensation.

H. Inspection of Pipe after Rehabilitation

Inspection of the pipeline shall again be performed by experienced personnel trained in the use of closed-circuit television for the inspection of pipes. The interior of the pipeline shall be carefully inspected to determine if there are areas where the liner does not adhere to the pipe wall, or if there are ruptures in the lining. A video tape and suitable log shall be

submitted to the Engineer for review after the installation of the liner. All repairs shall be made without additional compensation.

I. Clean Up

After the installation work and inspection has been completed and the work found acceptable, the Contractor shall clean up the work area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor. The work area shall be left in a condition equal to or better than prior condition.

J. Warranty

All pipe rehabilitation work shall be warranted to be free from defects in materials and workmanship for a period of five years from the date of rehabilitation. The Contractor shall obtain a written warranty from the supplier of the cured-in-place liner system or PE liner pipe and submit it to the Engineer after the initial inspection and before installation begins. The warranty should include the statement that any defect that occurs during a five-year period that is attributable to the liner installation or materials will be repaired by the supplier at no cost to the Owner. It should be noted in the warranty that the five-year period shall begin upon Final Payment for the Project.

538-A.08

Method of Measurement

A. Drainage Pipe Rehabilitation

Drainage Pipe Rehabilitation will be measured in linear feet along the flowline of the rehabilitated pipe. This measurement will be continuous through inline inlets and manholes. In the event "Arch" pipe is encountered, it will be measured and paid for at the equivalent round pipe size.

B. Point Repairs

Point Repairs performed in accordance with Section 538.02-D herein will be measured per each completely in place as approved by the Engineer.

C. Root Cutting

Root cutting will be measured in Linear feet. Removal of the roots must be performed in accordance with guidelines identified by NASSCO.

D. Bypass Pumping

Bypass Pumping performed in accordance with Section 538.02-D herein and no direct payment will be made for this work. The cost for bypass pumping shall be included in other items of work.

538-A.09

Basis of Payment

A. Drainage Pipe Rehabilitation

Drainage Pipe Rehabilitation, measured as noted above, will be paid for at the contract unit price, which shall be full compensation for submittals, cleaning and videoing the pipeline, minor repair of the pipe, furnishing and installing the pipe lining, final videoing of the pipeline, warranty, and for all equipment, tools, labor and incidentals necessary to complete the work.

B. Point Repairs

Point Repairs, measured as noted above, will be paid for at the contract unit price, which shall be full compensation for all work necessary including labor and materials, to make the existing pipe suitable for placing the pipe liner.

Payment will be made in accordance with the following:

Item 538-B Point Repair, Lump Sum per each site.

8. ITEM 539 PIPELINE CLEANING AND VIDEOING:

Work under this Section shall include the cleaning of and making a complete video recording of the interior of designated pipelines. Equipment and techniques shall comply with Specification 538, STORMWATER DRAINAGE PIPE REHABILITATION

Pipelines to be cleaned and videoed shall be as designated by the Engineer and may be located anywhere within the City.

Cleaning shall be sufficient to allow a full video record of the pipeline to be made. This includes being able to determine condition of cracks, joints and any other conditions detrimental to the proper function of the pipe.

The Contractor may be required to prepare 2 copies of the video and submit to the Engineer.

Payment shall be made in accordance with the following:

Item 539-A Pipeline Cleaning, (Size) per Linear Foot

Item 539-A Pipeline Videoing, (Size) per Linear Foot.

9. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2022 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

10. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

11. ITEM 620 PIPE JOINT REPAIR:

All work performed under this Section shall be in accordance with all requirements of ALDOT Section 620 except as modified below.

12. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 623-B127 REMOVAL AND REINSTALLATION OF SLATE TILES:

623.B127.1

Description

This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

15. SECTION 650. PAY ITEM 650-ATOPSOIL: SUB-SECTION 650.04METHOD OF MEASUREMENTSHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery

tickets as determined by truck bed measure.

16. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace it in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

18. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

19. ITEM 690-B PORTABLE TOILETS - WEEKS:

690.B.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

20. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

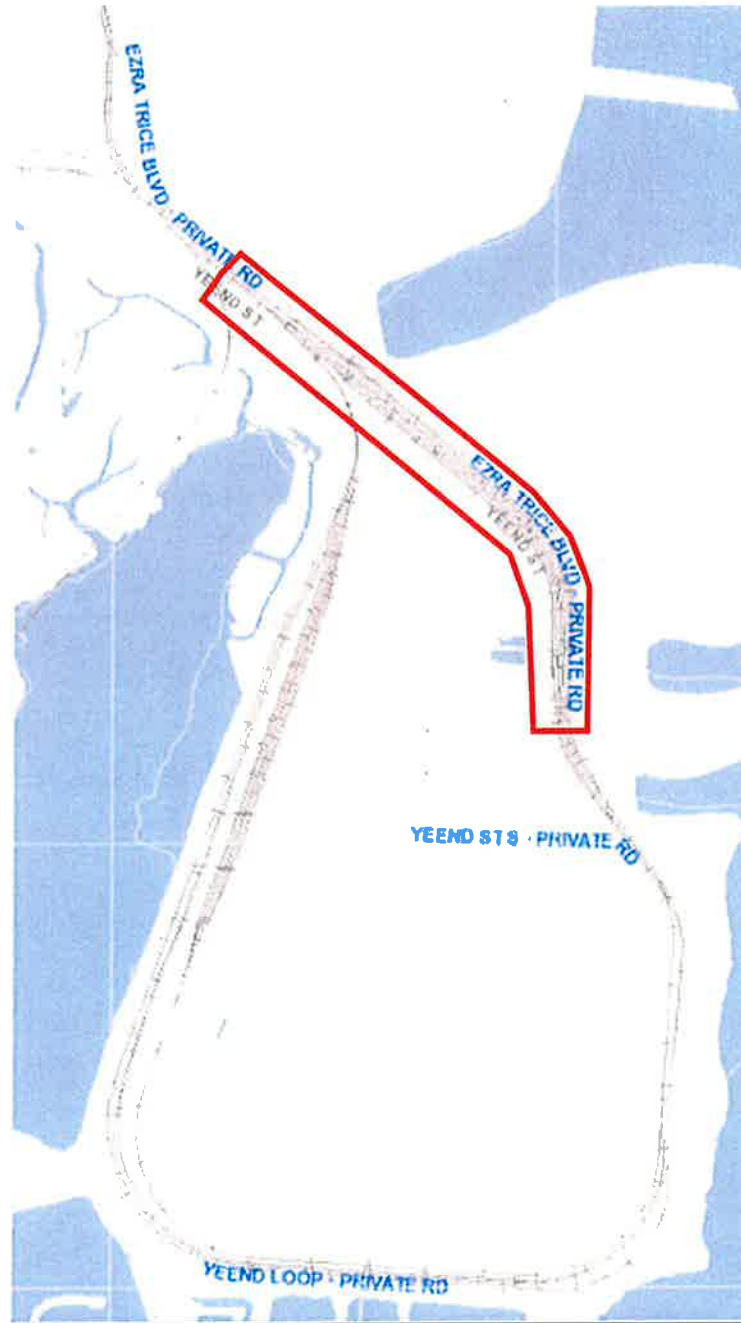
ATTACHMENT “A”

LOCATION

EXHIBIT A: PROJECT LOCATION



EXHIBIT A: PROJECT LOCATION (CONT'D)



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

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 Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	CONTACT NAME: Kelli Smith PHONE (A/C No, Ext): 251-340-1771 FAX (A/C No): 251-470-1050 E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com												
INSURED John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Berkley National Insurance Company</td><td>NAIC # 38911</td></tr><tr><td>INSURER B : Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E : American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Berkley National Insurance Company	NAIC # 38911	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Continental Insurance Company	35289	INSURER D : Continental Insurance Company	35289	INSURER E : American Casualty Company of Reading, PA	20427	INSURER F :	
INSURER A : Berkley National Insurance Company	NAIC # 38911												
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INSURER C : Continental Insurance Company	35289												
INSURER D : Continental Insurance Company	35289												
INSURER E : American Casualty Company of Reading, PA	20427												
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1820813426**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		7040425338	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7040425341	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		7040425355	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
E	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		7040425369	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment		MIM103990553	12/31/2023	12/31/2024	Each Item Catastrophe 500,000 1,500,000

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

The General Liability and Auto Liability includes additional insured on a primary and non-contributory basis and waiver of subrogation status per forms CNA63359XX and CNA74705XX but only when required by written contract. The Workers Compensation includes waiver of subrogation status per form WC000313 but only when required by written contract. Excess Liability follows form over other policies.

Project: 2024-3005-04 - Western Bayfront Resurfacing

City of Mobile is additional insured with respects to General Liability per form CNA74705XX and Auto Liability per form CNA63359XX but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per form CNA74705XX and Auto Liability per form CNA63359XX but only as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street
Mobile AL 36603

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

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

ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT



Company ID Number: 404786

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and John G. Walton Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 404786

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 404786

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 404786

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 404786

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 404786

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 404786

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 404786

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify



Company ID Number: 404786

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer John G. Walton Construction Company, Inc.

Phillip Anglin

Name (Please Type or Print)

Title

Electronically Signed

03/29/2012

Signature

Phillip Anglin

Date

3-29-12

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

03/29/2012

Signature

Phillip Anglin

Date

3-29-12

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: John G. Walton Construction Company, Inc.

Company Facility Address: 1806 Wolf Ridge Rd.

Mobile, AL 36618

Company Alternate
Address: P.O. Box 81222

Mobile, AL 36689

County or Parish: MOBILE

Employer Identification
Number: 631158993

Company ID Number: 404786

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Phillip L Anglin	Fax Number:	(251) 342 - 6290
Telephone Number:	(251) 342 - 6250		
E-mail Address:	phillip@johnngwalton.com		

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: JOHN G. WALTON CONSTRUCTION COMPANY, INC.		Certified DBE:	YES	☒ NO	Contract Start Date: 06/03/2024
DESCRIPTION: 2024-3005-04 WESTERN BAYFRONT RESURFACING		Estimated Completion Date: 12/02/2024			
This report is for the month of:		JAN	APR	OCT	FINAL
(CHECK ONE):		FEB	MAY	NOV	
		MARCH	JUNE	DEC	
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$		\$	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)



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: ArchanaKodda@cityofmobile.org
251 208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archaque.xiaod@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shawn@johnngwalton.com

RFP/RFP Solicitation Number	2024-3005-04
Project Description	Western Bayfront Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5%
Total # of Employees	130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John G. Walton Date: 4/24/2024
Signature: John G. Walton
Title: President

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

Name: Debra Balams Title: Payroll Manager
Email: debra@johnngwalton.com Phone: 251-342-6250



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archeque.kidd@nyomobile.org
251 208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

John G. Walton Construction Co., Inc.
Your Bid/Proposal Amount \$ 1,569,107.77

Date: _____

No.	Date	Description	Name of Bidder/Proposer:
4	24/2024	Western Bayfront Resurfacing	John G. Walton Construction Co., Inc.

John G. Walton Construction Co., Inc.

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shawn Stapleton Phone 251-342-6250 Email Shawn@johngwalton.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☐	☒	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☐	☒	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2 (B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2 (c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John G. Walton (affiant) who, being duly sworn says as follows:

President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for John G. Walton Construction Co., 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.

John G. Walton Construction Co., Inc.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786

John G. Walton
President / CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 24th day of April, 2024

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

Shaun Stapleton
Signature and Seal of Notary Public



ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2024-3005-04
WESTERN BAYFRONT RESURFACING**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-04
WESTERN BAYFRONT RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

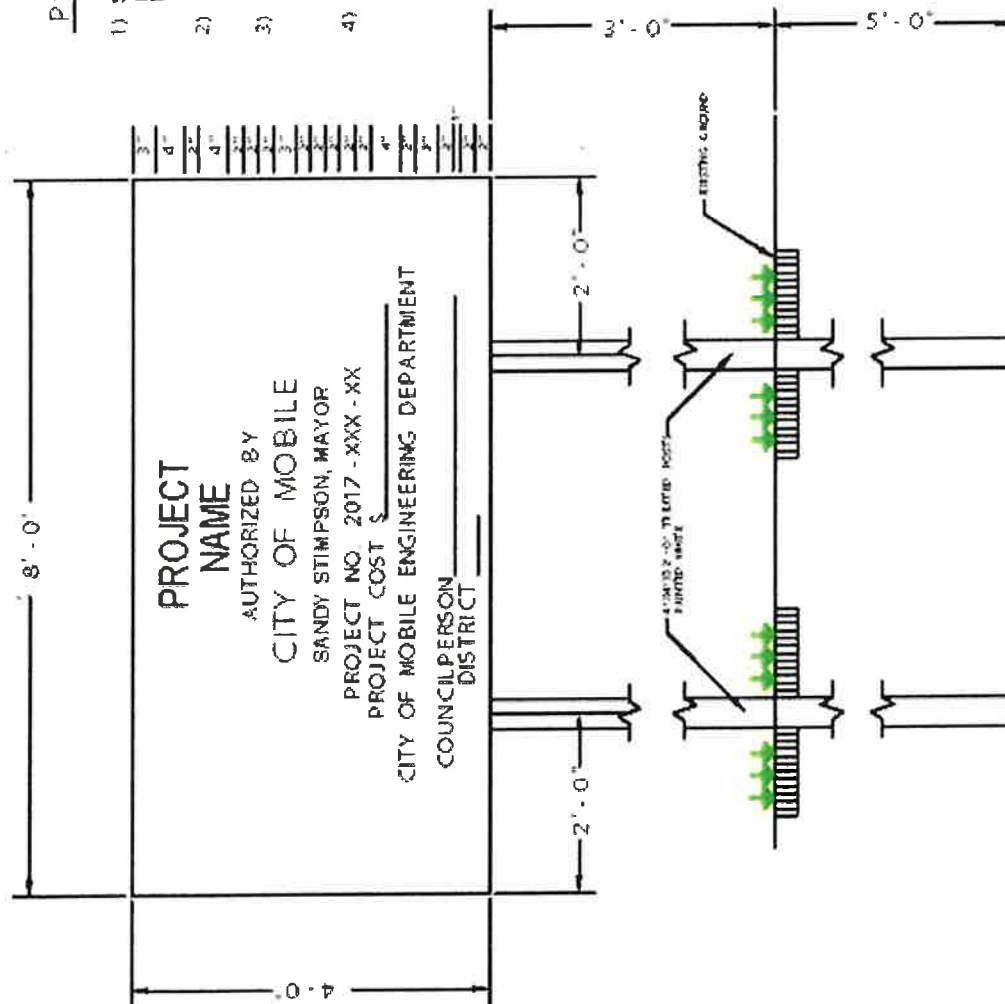
All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS

PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel
- 2) Sign to be placed at location directed by the Engineer
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.



Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/24/2024

Name of Project: 2024 WESTERN BAYFRONT RESURFACING

Project Number: 2024-3005-04

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 15,070.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder _____ Name _____ of _____

John G. Walton Construction Co., Inc.

Mailing _____

Address _____ P.O. Box 81722 Mobile, AL 36689

*By (Legal Signature) John G. Walton

*Name (type or print) JOHN G. WALTON, PRESIDENT (Seal)

*Title _____

Telephone _____ Number 251-342-6850

STATE OF ALABAMA



20293

LICENSE NO.

RENEWAL

TYPE:

BID LIMIT: U

AMOUNT: UNLIMITED

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until

July 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

20th day of July, 2023

SECRETARY-TREASURER

Michael B. Ten

CHAIRMAN

Charles A. Carter Jr.

196711



CAPITAL CONTRACT SUMMARY SHEET

C# 5480



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Sandy Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

The attached construction contract is between James H. Adams & Sons Construction Company, Inc. and the City of Mobile for the amount of \$642,444.00. The scope of work for this project is to repair, stabilize and mitigate drainage issues in the areas draining into 12 Mile Creek near Museum Drive. This will address issues with existing drainage inlets, pipe outfalls and continuously eroding areas between the Azalea Golf Course and 12 Mile Creek, which is the location of a recent major project to stabilize the over 2 miles of the creek from erosion and prevent further sediment accumulation in Langan Lake. Recent storms have further damaged these areas, causing instability in the face of more frequent storms. This project is funded through City capital and an allocation from the Stormwater Fee Fund.

Amount of Contract:

\$642,444.00

Funding Source

C0647

ATTACHMENTS:

1. Cap Contract Summary Sheet
2. 2024-2045-04 Resolution
3. 2024-2045-04 Contract - Azalea City Golf Course_JHAdams
4. Cap Contract Summary Sheet

REVIEWERS:

Jennifer Greene

Nicholas Amberger
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilperson Gina Gregory

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

NAME OF COMPANY:	James H. Adams & Sons Construction Company, Inc.
PROJECT NAME:	Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek
PROJECT NO:	2024-2045-04
AMOUNT:	\$642,444.00

Adopted:

City Clerk

Date



**EROSION MITIGATION AT AZALEA CITY
GOLF COURSE AND 12 MILE CREEK**

PROJECT No. 2024-2045-04

BID DATE – JULY 30, 2025



CITY OF MOBILE
EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK

Project No. ~~2025-3005-20~~
2024-2045-04

ADDENDUM #1

This addendum includes questions and answers from the pre-bid meeting on July 17, 2025, an attendee list and includes the Required Items Checklist and Exhibit A – new ITEM III - PROPOSAL. This addendum consists of a total of 18 pages, including the cover page.

Please replace original proposal in contract documents with Exhibit A.

A final addendum will be posted on Friday, July 25, 2025 by COB that will include any remaining questions received prior to the deadline of 5pm on July 23, 2025 and an updated proposal form.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on July 30, 2025.

Acknowledgement: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

JAMES H. ADAMSON
Company

James H. Adamson
Authorized Signature

7/28/25
Date

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ITEM I

ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 P.M.. local time, Wednesday, July 30, 2025 and then publicly opened and read in the Commission Conference Chamber, 1st Floor, for constructing:

Project No: ~~2025-3005-20~~ 2024-2045-04
Project: EROSION MITIGATION AT AZALEA CITY GOLF COURSE
AND 12 MILE CREEK

Project Description: CONCRETE INLETS, CONCRETE PIPE, RIPRAP AND
PROPERTY RESTORATION

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy-five dollars (\$75.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Monday, July 21, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Thursday, July 17th at 1:00 PM. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the complete bid package and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a

reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of Contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of Contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such Contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a Contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK, City of Mobile Project No. ~~2025-3005-20~~, in the City of Mobile, Alabama".

2024-2046-04

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount of bond \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK, City of Mobile Project No. ~~2025-3005-20~~, in the City of Mobile, Alabama". 2024-2045-04

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 7/30/25

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by McCrory & Williams, as well as the premises

Project No: ~~2025-3005-20~~ 2024-2045-04
Project Name: EROSION MITIGATION AT AZALEA CITY GOLF
COURSE AND 12 MILE CREEK

Project Description: CONCRETE INLETS, CONCRETE PIPE, RIPRAP AND
PROPERTY RESTORATION

The Bidder further agrees to construct the improvements in 90 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this Contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the Contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Monday, February 3, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

PHASE 1

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
201-B	1	SELECTIVE CLEARING AND GRUBBING For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	10,000 ⁰⁰	10,000
206-C	4	REMOVING CONCRETE PAVEMENT For <u>TWENTY</u> Dollars And <u>NO</u> Cents per SQUARE YARD	20 ⁰⁰	80 ⁰⁰
206-E1	2	REMOVING INLETS For <u>ONE THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	1000 ⁰⁰	2,000
206-E2	13	REMOVING INLETS (PARTIAL) For <u>EIGHT HUNDRED</u> Dollars And <u>NO</u> Cents per EACH	800 ⁰⁰	10,400

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
210-A	900	UNCLASSIFIED EXCAVATION For <u>FIFTEEN</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	15 ⁰⁰	13,500
210-D	800	BORROW EXCAVATION (A2 OR BETTER) For <u>TWENTY</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	20 ⁰⁰	16,000
430-B	43	AGGREGATE SURFACING For <u>EIGHTY</u> Dollars And <u>NO</u> Cents per TON	80 ⁰⁰	3,440
450-A	25	CONCRETE PAVEMENT 4" THICK (CART PATH) For <u>EIGHTY</u> Dollars And <u>NO</u> Cents per SQUARE YARD	80 ⁰⁰	2,000
533-A	315	18" STORM DRAIN PIPE (PVC C900) For <u>SEVENTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	70 ⁰⁰	22,050

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
534-A1	1050	CLEAN STORM DRAIN PIPE (HEAVY) For <u>THIRTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	30 ⁰⁰	31,500
534-A2	1050	CLEAN STORM DRAIN PIPE (LIGHT) For <u>THIRTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	30 ⁰⁰	31,500
534-A3	2100	VIDEO STORM DRAIN PIPE For <u>SIX</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	6 ⁰⁰	12,600
600-A	1	MOBILIZATION For <u>FIFTY THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM		50,000
621-C1	2	INLET, TYPE W (ALL DEPTHS) For <u>SEVEN THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	7000 ⁰⁰	14,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
621-C2	12	INLET, TYPE W (PARTIAL) For <u>FIVE THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	<u>5000⁰⁰</u>	<u>60,000</u>
621-C3	4	INLET UNIT, TYPE W (PARTIAL) (2' INCREMENT) For <u>EIGHT HUNDRED</u> Dollars And <u>NO</u> Cents per EACH	<u>800⁰⁰</u>	<u>3200</u>
650-A	400	TOPSOIL For <u>TWENTY</u> Dollars And <u>NO</u> Cents per CUBIC YARD	<u>20⁰⁰</u>	<u>8,000</u>
652-A	1	SEEDING For <u>TWO THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	<u>2000⁰⁰</u>	<u>2,000</u>
654-A	4000	SOLID SODDING (REPLACE IN KIND) For <u>TEN</u> Dollars And <u>NO</u> Cents per SQUARE YARD	<u>10⁰⁰</u>	<u>40,000</u>

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
656-A	1	MULCHING For <u>TWO THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	2000 ⁰⁰	2000
659-C	280	ROLLED EROSION CONTROL PRODUCT, TYPE C10 For <u>SIX</u> Dollars And <u>NO</u> Cents per SQUARE YARD	6 ⁰⁰	1680
665-E	500	POLYETHYLENE For <u>THREE</u> Dollars And <u>NO</u> Cents per SQUARE YARD	3 ⁰⁰	1500
665-J	2000	SILT FENCE, TYPE B For <u>THREE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	3 ⁰⁰	6,000
665-O	2000	SILT FENCE REMOVAL For <u>ONE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	1 ⁰⁰	2000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
665-P	15	INLET PROTECTION, STAGE 3 OR 4 For <u>EIGHT HUNDRED</u> Dollars And <u>NO</u> Cents per EACH	800 ⁰⁰	12,000
665-Q	200	WATTLE For <u>TEN</u> Dollars And <u>NO</u> Cents per LINEAR FEET	10 ⁰⁰	2000
674-A	400	CONSTRUCTION SAFETY FENCE For <u>THREE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	3 ⁰⁰	1200
740-B	1	TRAFFIC CONTROL PLAN & IMPLEMENTATION For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM	10,000 ⁰⁰	10,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
999-X	1	TEMPORARY ACCESS ROAD FOR CONSTRUCTION (INSTALL & REMOVE) (INCLUDES PROPERTY RESTORATION) For <u>TWENTY FIVE THOUSAND THREE HUNDRED NINETEEN</u> Dollars And <u>NO</u> Cents per LUMP SUM	25,319	25,319
999-Z	1	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER For <u>Ten Thousand</u> Dollars And <u>Zero</u> Cents per LUMP SUM	\$10,000.00	\$10,000.00
PHASE 1 TOTAL				405,969

PHASE 2

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
201-B	1	SELECTIVE CLEARING AND GRUBBING For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	10,000 ⁰⁰	10,000
206-D	35	REMOVING PIPE For <u>TWENTY</u> Dollars And <u>NO</u> Cents per LINEAR FOOT	20 ⁰⁰	700
210-A	580	UNCLASSIFIED EXCAVATION For <u>FIFTEEN</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	15 ⁰⁰	8,700
210-D	300	BORROW EXCAVATION (A2 OR BETTER) For <u>TWENTY</u> Dollars And <u>NO</u> Cents per CUBIC YARD (TBM)	20 ⁰⁰	6,000
600-A	1	MOBILIZATION For <u>TWENTY THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM		20,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
610-C	1275	LOOSE RIPRAP, CLASS 2, 24" THICK For <u>ONE HUNDRED</u> Dollars <u>NO</u> And _____ Cents _____ per SQUARE YARD	100 ⁰⁰	127,500
610-D	1275	FILTER BLANKET, GEOTEXTILE (NON-WOVEN) For <u>THREE</u> Dollars _____ And <u>NO</u> Cents _____ per SQUARE YARD	3 ⁰⁰	3,825
615-B	10	GROUT FOR RIPRAP For <u>FIVE HUNDRED</u> Dollars _____ And <u>NO</u> Cents _____ per CUBIC YARD	500 ⁰⁰	5,000
650-A	75	TOPSOIL For <u>TWENTY</u> Dollars _____ And <u>NO</u> Cents _____ per CUBIC YARD	20 ⁰⁰	1,500
652-A	1	SEEDING For <u>TWO THOUSAND</u> Dollars _____ And <u>NO</u> Cents _____ per ACRE	2000 ⁰⁰	2,000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
654-A	200	SOLID SODDING (REPLACE IN KIND) For <u>TEN</u> Dollars And <u>NO</u> Cents per SQUARE YARD	<u>10⁰⁰</u>	<u>2000</u>
656-A	1	MULCHING For <u>TWO THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	<u>2000⁰⁰</u>	<u>2000</u>
665-J	750	SILT FENCE, TYPE A For <u>FIVE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	<u>5⁰⁰</u>	<u>3750</u>
665-O	750	SILT FENCE REMOVAL For <u>TWO</u> Dollars And <u>NO</u> Cents per LINEAR FEET	<u>2⁰⁰</u>	<u>1500</u>
665-Q	200	WATTLE For <u>TEN</u> Dollars And <u>NO</u> Cents per LINEAR FEET	<u>10⁰⁰</u>	<u>2000</u>

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
740-B	1	TRAFFIC CONTROL PLAN & IMPLEMENTATION For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM	10,000 ⁰⁰	10,000
999-Y	4	TEMPORARY LOW WATER CROSSING (INSTALL & REMOVE) For <u>FIVE THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	5,000	20,000
999-Z	1	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER For <u>Ten Thousand</u> Dollars And <u>Zero</u> Cents per LUMP SUM	\$10,000.00	\$10,000.00
PHASE 2 TOTAL				236,475 ⁰⁰

BID SUMMARY

PHASE 1 TOTAL	405,969.00
PHASE 2 TOTAL	236,475.00
PHASE 1 TOTAL + PHASE 2 TOTAL	642,444.00

Phase 1 Total 405,969⁰⁰

Written in words FOUR HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY NINE DOLLARS & NO CENTS

Phase 2 Total 236,475

Written in words TWO HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS & NO CENTS

Number of working days to complete 60 working days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder JAMES H. ADAMS & SON CONST. CO. INC.
(If a Corporation)

By James H. Adams
President
Print James H Adams

Business Address 535 Hwy 43 - Chickasaw 36611

Business Address _____

Secretary

Print _____

Business Address _____

Treasurer

Print _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: James H. Adams
Secretary

ALABAMA 12007
State License Number

Corporate Seal

ITEM IV

BID BOND

KNOW ALL MEN BY THESE PRESENT:

That James H. Adams & Son Construction Co., Inc.
(Name of Contractor)
P.O. Box 11306, Chickasaw, AL 36671
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
4200 Six Forks Rd., Suite 1400, Raleigh, NC 27609
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK**,
City of Mobile Project No. ~~2025-3005-20~~
2024-2045-04

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered July 30, 2025 (Date)

James H. Adams & Son Construction Co., Inc.

Witness as to Principal By:

[Signature] (Contracting Firm)
(SEAL)
Harco National Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By Maria A. Davison, Attorney In Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY

Bond # Bird Bond

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 30, 2025

A01124

Irene Martins, Assistant Secretary

STATE OF ALABAMA

BID LIMIT: **U**
AMOUNT: **UNLIMITED**



LICENSE NO.: **12007**
TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JAMES H ADAMS & SON CONSTRUCTION CO INC

CHICKASAW, AL 36611

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **December 31, 2025** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

19th day of **November, 2024**

213175

Michael B. Ten

SECRETARY-TREASURER

Charles A. Carter, Jr.

CHAIRMAN

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
2025.

Individual Principals sign here

In the presence of:

(SEAL)
(Print)
(SEAL)
(Print)
(SEAL)
(Print)

ATTEST:
Cathy McKnight
(Signature)
Cathy McKnight (Print)
ITS: _____

James H. Adams & Son
(Corporate Name) Construction Co., Inc.

BY: James H. Adams
(Signature)
James H. Adams
(Print)
ITS: President
(Title)

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: Maria A. Davison
(Signature)
Maria A. Davison
(Print)
ITS: Attorney In Fact
(Title)

ATTEST:
Barbara Winton
(Signature)
Barbara Winton (Print)
ITS: Witness

Corporate Seal

ITEM VI

PERFORMANCE BOND

KNOW ALL MEN: That we James H. Adams & Son Construction Co., Inc.
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company, 4200 Six Forks Rd., Suite 1400, Raleigh, NC 27609

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of _____

Six Hundred Forty Two Thousand, Four Hundred Forty Four dollars (\$ 642,444.00),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2025 entered into a Contract with the Owner for **EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK, City of Mobile** Project No: ~~2025-3005-20~~, which agreement is by reference made a part hereof. 2024-2045-04

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20 25.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

ATTEST:
Cathy McKnight
(Signature)
Cathy McKnight (Print)
ITS: _____
(Title)

(Corporate Name) James H. Adams & Son
Construction Co., Inc.
BY: James H. Adams
(Signature)

James H. Adams
(Print)
ITS: _____
President
(Title)



Harco National Insurance Company
(Surety sign here) (Corporate name)

ATTEST:
Barbara Winton
(Signature)
Barbara Winton (Print)
ITS: _____
Witness
(Title)

BY: Maria A. Davison
(Signature)

Maria A. Davison
(Print)
ITS: _____
Attorney In Fact
(Title)



Corporate Seal

POWER OF ATTORNEY

Bond # 525151

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A01124

Irene Martins, Assistant Secretary

During the performance of this Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII

INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the Contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |

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

2. Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all Contract work of a value not less than 50 percent of the total Contract amount, except that any items designated in the Contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The Contractor shall not sublet the Contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total Contract price. The performance of the Contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the Contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications

of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime Contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the Contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this Contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this Contract without any adjustment in unit price. Additional items of work necessary for the completion of this Contract may be added by Change Order.
- 10. Failure to complete the work in this Contract within the time stipulated will result in a deduction for money due the Contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The Contractor shall provide maintenance for a period of one year from final payment of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The Contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this Contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines or drainage lines, are encountered within the right-of-way or easements, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the Contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, latest edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the Contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The Contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the retaining wall, new building structures, concrete pavement, etc., as determined by the Engineer shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures or trees to remain. Any damage to the existing items to remain from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items, drainage pipe, sewer cleanout and pet grave site located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be no adjustment to fuel or asphalt index for this project.
45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
48. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
49. Workmen shall wear reflectorized jackets.
50. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
51. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
52. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.

53. All major tree removal shall be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.
54. Basis of Payment:
- A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein. Basis of payments shall be amended as follows.
 - B. Foundation Backfill, Commercial: The unit price bid for this item (214-A) shall be compensation in full for one (1) cubic yard of #57 Stone used as necessary. The method measurement shall be based on weight ticket only, without addition factors.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and James H. Adams and Sons, party of the second part.
Construction Company, Inc.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK

Project No: ~~2025-3005-20~~ 2024-2045-04

Project Description: CONCRETE INLETS, CONCRETE PIPE, RIPRAP AND PROPERTY RESTORATION

City of Mobile Project Number ~~2025-3005-20~~ 2024-2045-04, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 642,444.00), in strict accordance with this Contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) The executed documents comprising the written agreement between the City of Mobile and the CONTRACTOR setting forth the obligations of the parties hereunder for the performance of the prescribed work.

The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed; also, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including

authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the pre-bid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is McCORRY & WILLIAMS, INC.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the Contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this Contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this Contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the Contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this Contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this Contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the Contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the Contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the Contract for the making of said improvements, stating that such work is not included in the Contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this Contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this Contract, or to prevent the abrogation of this Contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this Contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the Contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this Contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

SOURCE OF FUNDS FOR PAYMENT:

(25) The sources of funds for payment by City under this Contract is CIP. Said funds are on hand at the time of the execution of this Contract.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

ATTEST:

BY: _____

CITY CLERK

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

WITNESSES:

(Print)

James H. Adams & Son Const INC
CONTRACTOR: (IF CORPORATION)

(Print)

BY: _____

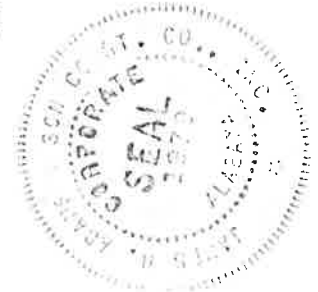
ITS PRESIDENT

JAMES H. ADAMS
(Print)

ATTEST:

Cathy McKnight
ITS SECRETARY
Cathy McKnight
(Print)

Corporate Seal



DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that James H. Adams, whose name is signed to the foregoing instrument in the capacity of President of James H. Adams & Son Const. Co. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 27 day of August, 2025
Catherine McKnight

NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a)*; PARAGRAPH 1 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The ENGINEER reserves the right, with approval from the OWNER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the Contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*; PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS (TYPE(S) A, B, C, D, E)*:

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-C and are not included in Pay Item 618-D.

6. ITEM 618-C REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.C.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.C.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Dark Grey, Truncated Domes shall be 24" wide x 60" in length and shall be wet set into concrete.

618.C.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each correctly completed Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

ATTACHMENT “A”
LOCATION

City of Mobile



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



JAMEHAD-01

BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2025

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

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

PRODUCER Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	CONTACT NAME: Barbara Winton PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No): E-MAIL ADDRESS: barbara@thomas-harrison.net	
INSURED James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Middlesex Insurance Company	23434
	INSURER B : Carolina Casualty	10510
	INSURER C : Great American Insurance	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	A0186201003	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	A0186201001	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$	X	X	A0186201004	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	BNET979818077	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			IMPE7975120300	12/15/2024	12/15/2025	Blanket Limit 2,303,072	
C	Equipment Floater			IMPE7975120300	12/15/2024	12/15/2025	Rented/Leased 350,000	

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

City of Mobile Project Name: Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

James H. Adams is excluded from the Workers Compensation Policy as an officer.

City of Mobile Project Number: ~~2025-3005-20~~ 2024-2045-04

The City of Mobile is Additional Insured & Waiver of Subrogation on General Liability, Auto Liability and Umbrella Liability

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO BOX 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thomas, Harrison & Assoc Insurance Agency, Inc.		NAMED INSURED James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Workers Compensation Waiver of Subrogation applies in favor of the certificate holder

30 day notice of cancellation shall be provided to the certificate holder (10 day notice for non payment)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage	Any location Description: Codes per the General Liability Declaration page
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

State	Description
AL	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/31/2024	Policy No. BNET979818077	Endorsement No. 0
Insured	JAMES H ADAMS & SON CONSTRUCTION CO INC	Premium	\$461
Insurance Company	Carolina Casualty Insurance Company		

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
 - a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
 - b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Change effective 04/01/2022

IL 70 60 08 15

A0186201
Middlesex Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Change effective 04/01/2022

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A0186201
Middlesex Insurance Company

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Page 1 of 1

04/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
 - a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
 - b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Change effective 04/01/2022

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A0186201
 Middlesex Insurance Company

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Page 1 of 1

04/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Change effective 04/01/2022

CA 20 48 10 13

A0186201
Middlesex Insurance Company

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Page 1 of 1

04/05/2022

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, E-VERIFY
DOCUMENTATION AND
DBE UTILIZATION REPORT**



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	James H. Adams & Son Const. Co. Inc
Address	535 Hwy 43 Chickasaw, AL 36611
Telephone	(251) 456-1909
E-Mail	jadamis99@comcast.net

RFP/RFQ Solicitation Number	2025-3005-20 2024-2045-04
Project Description	Erosion Control - Az City Golf Course
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>10</u> Female <u>4</u> Minority <u>5</u> Non-minority <u>5</u> SDVO <u> </u>
	Total #of Employees <u>14</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: James H. Adams
Signature: [Signature] Date: 7/27/25
Title: President

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

Name: James H. Adams Title: President
Email: jadamis99@comcast.net Phone: (251) 456-1909



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company James H. Adams & Son Your Bid/Proposal Amount \$ 642,444 Date: 7/27/25
Description Erosion Control At City Golf Course
Name of Bidder/Proposer: James H. Adams

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bennett Const.	382-6626	Inlets & Conc	64,000	10.0	yes	
Midway Mfg Co		Trucking & dirt	13,000	2.0	yes	
P & B Trucking		✓	1,000	1.0	yes	
CORSTAL ENVIRONMENTAL		EROSION CONTROL	13,000	2.0	yes	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: James H Adams & Son Const Co Inc
Contact Person: JAMES H ADAMS Phone (251) 456-1909 Email J.adams99@comcast.net

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☐	☒	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☐	☒	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

James H Adams & Son Const Co - NO

CONTRACTOR:	Certified DBE: YES ☐ NO ☒	Contract Start Date:
-------------	--	----------------------

DESCRIPTION:	Estimated Completion Date:
--------------	----------------------------

This report is for the month of: (CHECK ONE):	JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____
--	---------------------	--------------------	---------------------	-------------------	-------------

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of James H Adams & Son Const Inc

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

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

I further attest that said James H Adams & Son is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 492862

James H Adams
CEO of James H Adams & Son

Sworn to and subscribed before me this the 23 day of July, 2025

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

Catherine McKnight
Signature and Seal of Notary Public



Company ID Number: 492862

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	James H. Adams & Son Construction Co., Inc.
Company Facility Address	535 Highway 43 Chickasaw, AL 36611
Company Alternate Address	P. O. Box 11306 Chickasaw, AL 36611
County or Parish	MOBILE
Employer Identification Number	630773670
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	14
Number of Sites Verified for	1

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE *2024-2045-04*
CITY PROJECT NO. ~~2025-3005-20~~
**EROSION MITIGATION AT AZALEA CITY GOLF COURSE
AND 12 MILE CREEK**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Signature of Authorized Agent

Witness

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: ²⁰²⁴⁻²⁰⁴⁵⁻⁰⁴ CITY PROJECT NO. ~~2025-3005-20~~
EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12
MILE CREEK

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____

County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____. By: _____

Notary Public: _____ Title: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SECRETARY OF STATE REGISTRATION

ATTACHMENT “F”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.
4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: _____

Name of Project: Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

Project Number: ~~2025-3005-20~~
2024-2045-04

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 14,754

ALTERNATE BID 1:

\$ 4,954⁰⁰

ALTERNATE BID 2:

\$ 9,800⁰⁰

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder James H Adams & Son Const. Co. Inc
Mailing Address P.O. Box 11304 CHICKASAW, AL 36671

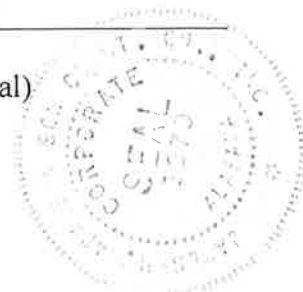
*By (Legal Signature) James H Adams

*Name (type or print) James H Adams

(Seal)

*Title Pres.

Telephone Number (251) 456-1909



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Erosion Mitigation at Azalea City Golf Course and 12 Mile Creek

CAPITAL PROJECT # C0647 DATE OF RECEIPT 09/08/2025

DEPT. PROJECT # 2024-2045*-04

PROJECT DESCRIPTION Repair and stabilize Azalea Golf Course and 12 Mile Creek

CONTRACT AMOUNT \$ 642,444.00

VENDOR NAME James H. Adams & Sons Construction Company, Inc.

VENDOR NUMBER 11578

DEPT # 2045 DEPT NAME Programs and Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ☒ N ☐ ; 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: Jennifer Greene Date 9/8/2025

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 16, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Ahmed_TAXI SERVICE

REVIEWERS:

Lana Gauthier

Lana Gauthier



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kahtan H Ahmed individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Day Trip LLC

Business Address: 900 Downtowner Blvd, Apt 207, Mobile AL 36609

Telephone: 251-593-7181

Trade Name Day Trip Taxi & Shuttle

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 03-01-1969

SSN: 051-86-2461

Residence Address:

900 Downtowner Blvd, Apt 207, Mobile AL 36609

Address

City

State

Zip code

Telephone Number: 251-593-7181

Driver's License #: 9420257

Residing in Mobile County: Years: 7

Months: 9

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A)

an alien authorized to work until / /

(Alien # or Admission #)

B. If applicant is a legal entity, please provide:

Incorporated ☐ State of Incorporation Alabama

Partnership ☐ L.L.C. ☒ Other: (please specify)

Business Address:

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kahtan H Ahmed	Member	900 Downtowner Blvd, Apt 207, Mobile AL 36609	

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☒ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? _____

How many vehicles (carriages) do you intend to operate? ¹ _____
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford	Year: 2018	Model: Transit
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

_____	_____
_____	_____
_____	_____



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: 900 Downtowner Blvd, Apt 207, Mobile AL 36609

Previous Address: 900 Downtowner Blvd, Apt 167, Mobile AL 36609

Personal Description:

Height: 5' 6"

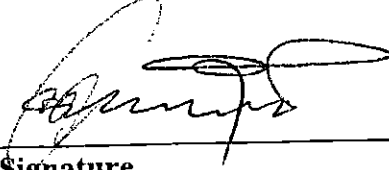
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: 051-86-2461

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.



Signature

4/21/25
Date signed



BUSINESS LICENSE & TAX APPLICATION Application Checklist

Before completing/submitting this application

- If you have purchased or are purchasing an existing business - **ALL** license renewals and/or taxes on that account must be paid in **FULL** either by previous owner or yourself before a license will be issued to you (Alabama State Law)
- If you are going to apply for a legal business name and/or structure, register your business name and structure on the Alabama Secretary of State Website. **Note** - there are two (2) required parts to the process

For more information visit ... <https://www.sos.alabama.gov/>

- If you are going to apply for a Federal Employer Identification Number (FEIN), register your business on the Internal Revenue Service (IRS) website. **Note** - for any business structure, other than Sole Proprietorship, a FEIN is required.

For more information visit ... <https://www.irs.gov/>

- If you are going to apply for a State of Alabama Revenue tax number, register your business on the State of Alabama Revenue website. **Note** - there could be multiple tax codes which apply to your company

For more information visit ... <https://www.revenue.alabama.gov/>

Required Documentation **CHECKED boxes are REQUIRED**

- ☒ Completed License/Tax Application
- ☒ Drivers License -- for each Owner/Officer listed on application (copy must be legible)
- ☒ Detailed Explanation of Business Activity
- ☒ Completed Citizenship Form .. Form A - US Citizens Form B - Non-US Citizens
- ☐ Zoning Approval Certificate (city limits only) Visit ... <https://www.buildmobile.org/zoning-clearance-request/>
- ☐ Business Structure (LLC, Corporation, etc.) Articles from Secretary of State

ALL stamped pages of the Articles included (*any amendments must be provided also*)

- ☐ Federal Employer Identification Number (FEIN) Letter from IRS
- ☐ State of Alabama Revenue Tax ID Letter
- ☐ Lease/Rental Agreement (required - all leased properties)
- ☐ Fire Inspection Report (required - all commercial buildings/offices located inside the City Limits)

Contact - Community Risk Reduction Division - Mobile Fire & Rescue @ 251.208.7484

- ☐ Mobile County Health Department (MCHD) Inspection Report - contact 251.690.8158

- ☐ State of AL Certifications and/or Licenses

☐☐

- ☐ Surety Bond Cover Letter - contact Permitting Department @ 251.208.7603 or Permitting@cityofmobile.org
- ☐ Background Check - contact Mobile Police Department Records @ 251.208.1991
- ☐ Environmental Approval Letter - contact Ryne Smith @ 251.208.7529 or Ryne.Smith@cityofmobile.org
- ☐ Approval Letter for Convenience and Necessity - contact City of Mobile City Clerk Office @ 251.208.7411

The City of Mobile Revenue Department reserves the right to request required additional documentation and/or information from the applicant



BUSINESS LICENSE & TAX APPLICATION

Application Instructions

Read the following information concerning the completion of this application ...

- Complete all the areas of the application except for shaded area at the top of application. If it does not apply to your business, enter N/A
 - Application should be typed or printed legibly
 - Application should be dated and signed by an Owner, Officer or Partner of the business
 - Documentation submitted must be legible or otherwise will need to be resubmitted
 - It is the applicant's responsibility to submit documentation and respond to any further questions by the Revenue Department in a timely matter
 - The application will initiate the process for registering your business with the municipality
 - For physical location on the application - List the business actual physical location from which they are operating from
 - Completed application and documentation can be submitted by the following methods ...
 - **Email** - Revenue@cityofmobile.org or back to the person who contacted you
 - **Fax** - 251.208.7954 • **In Person** - 205 Government Street, 2nd Floor South Tower
 - **USPS Mail** - City of Mobile Revenue Department, PO Box 3065, Mobile AL 36652-3065
- With your license paperwork, you will receive (if applicable) a 60 Day Affidavit. This completed affidavit must be returned to the Revenue office within 10 days after the end of the 60 day period. This will be used to estimate your annual gross for the amount due for the first years license. You will receive an invoice for any amount due less the initial license amount paid.
- Failure to return the required 60 Day Affidavit will result in the following ...
 - Permanent business license will not be issued (the temporary license does have an expiration date)
 - You will be considered to be operating without a business license and subject to further penalty, interest and/or issuance of a Municipal Offense Ticket (MOT) and will have to appear in court

All license renewals are due January 1st of each year and delinquent after January 31st with the exception of the Insurance Licenses - Delinquent after March 1st



BUSINESS LICENSE & TAX APPLICATION

CLEARLY PRINT OR TYPE ALL INFORMATION
ALL BOXES ARE REQUIRED TO BE COMPLETED

City of Mobile Revenue Department
PO Box 3065 Mobile AL 36652-3065
Phone 251.208.7462 / Fax 251.208.7954
Email revenue@cityofmobile.org

Internal Office Use Only							
Territory	Zoning Reg.	Account #	NAICS Code(s) Assigned	Bill Number(s)	Amount Due	Completed By	
	☐ Yes ☐ No						
Business Information							
Application Date 9/2/25		Start Date of Business		Business Operated From ☐ Commercial Store Front/Office ☒ Home/Home Office			
Application Type ☒ New Business ☐ Change - New Owner ☐ Change - Physical Location ☐ Re-Active Account ☐ Change - Business Name ☐ Change - FEIN/Structure ☐ Other (explain)							
If New Owner, List Previous Business & Owner Name						Purchase Date of Business	
If Location Change, Previous Physical Address (Street Address and Zip)						New Location - Date Relocated	
Description/Type ☐ Contractor - State Certified ☐ Construction - Non-Certified ☐ Retail ☐ Manufacturer ☐ Wholesale ☐ Service / Professional ☐ Rental - Tangible Goods ☐ Peddler ☐ Food Truck ☒ Other TAX							
* See page 3 for additional questions pertaining to your business ☐ Restaurant/Bar/Lounge* ☐ Convenience/Grocery Store* ☐ Hotel/Motel* ☐ Rental - Residential*							
Detailed Explanation of Business Description/Activity							
Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Corporation ☐ Professional Association ☐ Other (specify)							
Federal Tax ID (FEIN) - IRS 33-4657839		State of AL Tax ID Number		Physical Location of the Business ☒ City Limits ☐ Police Jurisdiction (PJ) ☐ Outside both City & PJ			
Legal Business Name				Trade Name (DBA - Doing Business As)			
Company Physical Address (Street Address, Suite #) 900 Downbournel Blvd 207				City Mobile	State AL	Zip Code 36609	
Mailing Address (Street Address, Suite #, PO Box)				City	State	Zip Code	
Company - Phone Number 251-5937181		Business - Phone Number		# of Employees 1			
Business Contact Person Information Name KHAIRAN Ahmed				Title Member	Phone 251-5937181	Email	

City of Mobile Business License & Tax Application

Business Information Continued					
Business Tax Type ☐ Sales Tax ☐ Sellers Use ☐ Consumer Use ☐ Lease/Rental (tangible Property) ☐ Lodging ☐ Wine Tax ☐ Tobacco Tax ☐ Liquor Purchase Tax Tax Filing Frequency (must match State of AL filing frequency) ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually					
Land/Building Information (Complete only if the business physical location is located inside the city limits or police jurisdiction) Do you own or rent/lease the property? ☐ Own ☒ Rent/Lease					
Property Owner Name		Prop Owner Phone Number		Property Owner Email	
Property Owner Address		Property Owner City	State	Zip Code	
Owner(s), Officers or Partners (attach a separate sheet if necessary) *Copy of Drivers License must be provided*					
1. Full Name (Last, First, Middle, Suffix)				Title	
A Hmed KAHAN				Member	
Date of Birth	Social Security #	Drivers License (State & #)	Contact Number	Email	
3/1/69	051-86-2461	9420257	251-593-7181	kahana1213@gmail.com	
Home Street Address			City	State	Zip Code
900 Downowner Blvd #207			MOB, AL	AL	36609
2. Full Name (Last, First, Middle, Suffix)				Title	
Date of Birth	Social Security #	Drivers License (State & #)	Contact Number	Email	
Home Street Address			City	State	Zip Code
Do any of the person(s) listed above own or member of any other business located in the city limits and/or police jurisdiction? If yes, list owner/officer name, business name and address (use additional space on next page)					
☐ Yes ☒ No					
Certification and Signature I understand the following about the license being applied for ... • The license may require a 60 Day Affidavit. The affidavit will be due 70 days from start date of business. If the affidavit is not returned and/or money due for license is not paid .. You are operating without a license • ALL license expire on December 31st of each year (does not matter when purchased thru out year). Renewals MUST be paid by January 31st (to avoid additional penalties and interest until paid) • Operating a business without a business license ... the company and/or owner is subject to penalties, interest, Municipal Offense Ticket (MOT), and court appearance and fees By signing this application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or lawfully present in the US. In addition, by signing below, you acknowledge and understand that you cannot operate this business in the City of Mobile and/or its Police Jurisdiction until this business license application is approved and a business license issued.					
Printed Name & Title of Applicant		Signature of Owner/Applicant		Date Signed	
KAHAN AHMED				9/2/2025	
Printed Name & Title - Person Completing App		Signature of Person Completing Application		Date Signed	

City of Mobile Business License & Tax Application

Business Information Continued

Rental - Residential (list the address of the rental properties located within the City Limits & Police Jurisdiction) - use additional sheet if necessary

☐ Yes ☒ No Do you have a management company for the properties? If yes, company name & contact information

Restaurant/Bar/Lounge*

Alcohol Sales require an additional application & City Council approval

☐ Yes ☒ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☒ No Will the location have vending and/or gaming machines? Pool tables? If yes, # of machines and/or tables (if both, # for each)

☐ Yes ☒ No Will the location cook/serve prepared food?

Convenience/Grocery Store*

☐ Yes ☒ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☒ No Will the location cook/serve prepared food?

☐ Yes ☒ No Will the location sell gasoline? Owner of pumps? ☐ Applicant ☒ Other

Gasoline distributor name & contact information

Hotel/Motel*

Number of rooms available for customer rental

☐ Yes ☒ No Will the location have retail sales at front counter and/or vending machines? If yes, # of machines

☐ Yes ☒ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☒ No Will the location cook/serve prepared food?

Do any of the person(s) listed on application page 2 own or member of any other business located in the city limits and/or police jurisdiction? If yes, list owner/officer name, business name and address

FORM A

Name:

KAH TARI AHMED

Business Name:

Day Trip TAXI Services TRANSPORTATION LLC

Business Location and Tax ID No.:

900 DOWN TOWER Bld #207 MOBILE AL 36607

For Official Use Only

FORM A

Citizenship status confirmed by _____

Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☒ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, KAH TARI AHMED, (print name of undersigned)
the undersigned do hereby declare that I am a citizen of the United States of America.

Date

9-2-2025

Declarant's Signature

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

*Res to amend Certificate
attach new app.*

Mr. Ahmed

Kan

Katan1213@gmail.com

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the city of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 29, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Kahtan Ahmed** for a Certificate of Public Convenience and Necessity to operate a **shuttle** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted: JUN 24 2025

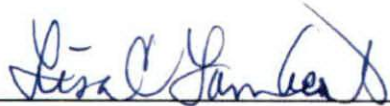
TABLED

City Clerk

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: JUN - 3 2025



City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Habtan Ahmed, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Habtan Ahmed

Mobile Business Address: _____

Telephone _____

Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____

SSN: _____

Address
code

City

State

Zip

Telephone Number: _____

Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 1

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: Airport Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2008</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

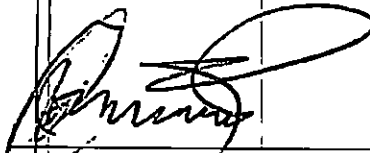
If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
White vehicle.



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

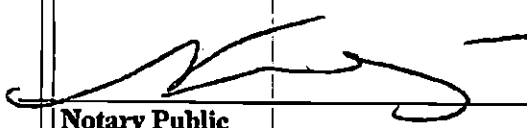
NAME OF ENTITY:

Day Trip LLC

By: Kahlan H Ahmend
Its Member

SWORN TO AND SUBSCRIBED BEFORE ME THIS
21 DAY OF April, 2025

NOEMID V ACOSTA
Notary Public
Alabama State at Large


Notary Public



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

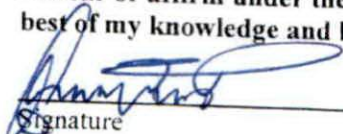
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.


Signature _____

_____ Date Signed

**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:

Day Trip 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): Kahtan H Ahmed

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

*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
001-186-457 DLL
Date 04/18/2025
Time 11:36:00
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 4 / 18 / 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 11 : 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).

4 / 18 / 2025
Date (MM/DD/YYYY)

Kahtan H Ahmed

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.



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

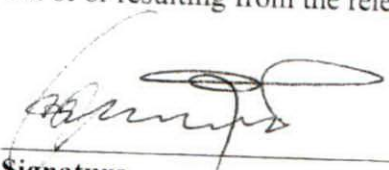
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

4/21/25
Date signed



Mobile County Sheriff's Office
Sheriff Paul Burch, Jr.

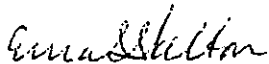
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

1632500371

[Signature]

AHMED, KAHTAN HAZAM

AL0020000

1/21/25

Bonnie Larance

US

M A 506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL002000C

1/21/25

Bonnie Laramie

US

M A 50

APPLICANT SCREENING



Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-4657859. 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Wes Allen
Secretary of State

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

STATE OF ALABAMA

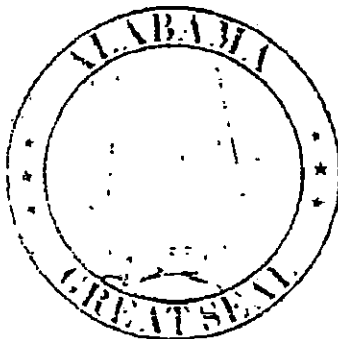
**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

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:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 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.**



April 18, 2025

Date

A handwritten signature of Wes Allen in black ink.

RES214395

Wes Allen

Secretary of State



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in Lagniappe Weekly on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: KFPOlOnp7J4d6ZNFJWBH | Proof Updated: Jun. 04, 2025 at 01:01pm CDT
Notice Name: Kahtan Ahmed CPCN

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Lana Pafenbach-Gauthier
lana.gauthier@cityofmobile.org
(251) 208-7411

FILING FOR

Lagniappe Weekly

Columns Wide: 1 Ad Class: Legals
Total Column Inches: 1.81
Number of Lines: 16

06/11/2025: Other 21.28

Subtotal	\$21.28
Tax	\$0.00
Processing Fee	\$7.13
Total	\$28.41

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a taxicab and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lagniappe ID June 11, 2025

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Conditional Use Permit
for Property Located at 2316 Hillwood Drive West

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 16, 2025**, a public hearing will be held on the **21st day of October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Conditional Use Permit for property located at 2316 Hillwood Drive West to allow a Short-Term Rental in an R-1, Single-Family Residential 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

WHEREAS, a Conditional Use Permit application was filed on June 10, 2025, to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District, located at 2316 Hillwood Drive West and described as follows:

LOT 34, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA IN MAP BOOK 5, PAGES 69-72.

LOT 33, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA, IN MAP BOOK 5, PAGES 69-72.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 33; THENCE RUN SOUTH 48 DEGREES 15 MINUTES WEST, 148.85 FEET ALONG THE LINE BETWEEN LOT 32 AND LOT 33 OF SAID EDGEWOOD PARK TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 25 DEGREES 52 MINUTES WEST, 391.9 FEET, MORE OR LESS TO THE MARGIN OF DOG RIVER; THENCE SOUTHEASTWARDLY, 70 FEET, MORE OR LESS TO A POINT ON SAID LINE BETWEEN LOT 32 AND LOT 33 OF EDGEWOOD PARK; THENCE RUN NORTH 17 DEGREES 30 MINUTES EAST 350 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 33 TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on August 21, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a

copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,

2. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. The request will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of October 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 24th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2316 Hillwood Drive West**.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**. If approved, the Conditional Use Permit will allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, subject to the following proposed conditions: 1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and, 2. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed on **June 10, 2025**, to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, located at **2316 Hillwood Drive West** and described as follows:

LOT 34, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA IN MAP BOOK 5, PAGES 69-72.

LOT 33, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA, IN MAP BOOK 5, PAGES 69-72.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 33; THENCE RUN SOUTH 48 DEGREES 15 MINUTES WEST, 148.85 FEET ALONG THE LINE BETWEEN LOT 32 AND LOT 33 OF SAID EDGEWOOD PARK TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 25 DEGREES 52 MINUTES WEST, 391.9 FEET, MORE OR LESS TO THE MARGIN OF DOG RIVER; THENCE SOUTHEASTWARDLY, 70 FEET, MORE OR LESS TO A POINT ON SAID LINE BETWEEN LOT 32 AND LOT 33 OF EDGEWOOD PARK; THENCE RUN NORTH 17 DEGREES 30 MINUTES EAST 350 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 33 TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **August 21, 2025**, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. The request will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Ryan Kozlowski
R & P Investing, LLC
2316 Hillwood Drive West
Council District 3**



THE CITY OF MOBILE, ALABAMA
Planning & Zoning Department
MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of Ryan Kozlowski, R & P Investing, LLC, for a Conditional Use Permit to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, for the property located at **2316 Hillwood Drive West**.

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

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ryan Kozlowski
R & P Investing, LLC
Post Office Box 2072
Goodlettsville, Tennessee 37070

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R & P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support the request for a Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - a) Any applicable development standards; and
 - b) Any applicable use regulations.
2. The request will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-STR-003382-2025 2316 Hillwood Drive West
August 25, 2025

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to City Council, subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$357.58** 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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 18, 2025

Ryan Kozlowski
R & P Investing, LLC
Post Office Box 2072
Goodlettsville, Tennessee 37070

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R & P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

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

At its meeting on July 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

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

Notice of Neighborhood Meeting

Date of Notice 04/25/2025

Dear Property Owners(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Ryan Kozlowski** will be submitting to the Mobile City Planning Commission:

- (1) Application for a Conditional Use Permit to operate a short-term rental (STR) at 2316 W Hillwood Dr. Mobile, AL 36605.

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

Friday May 23rd, 2025

4:00pm-5:30pm

Parkway Branch-Mobile Public Library Meeting Room

1924 Dauphin Island Pkwy-B Mobile, AL 36605

You are receiving this notice because your property is located within 300 feet of **2316 W Hillwood Dr. Mobile, AL 36605**, 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, *Ryan Kozlowski*

Ryan Kozlowski

R & P Investing LLC

P.O Box 2072 Goodlettsville, TN 37070

615-310-3275

randpinvesting@gmail.com

Page 1 of 1

MOBILE CITY PLANNING COMMISSION

June 17, 2025

PUBLIC HEARING NOTICE



Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R&P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 17, 2025, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 16, 2025, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

June 17, 2025

PUBLIC HEARING NOTICE



Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R&P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 17, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 16, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

SITE PLAN

SURVEY FOR: R & P INVESTING LLC

Project No. B250001

DESCRIPTION: Lots 34 & 33, Block A, Edgewood Park, Mobile County, Mobile, Alabama.

Approximate Edge of Water

DOG RIVER

NORTH

Scale: 1" = 100'

Date: June 12, 2025







Ryan Kozlowski, R&P Investing, LLC (ZON-STR-003382-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 6/11/2025 9:50 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Short Term Rental Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on June 16, 2025**, the application will be scheduled for the **July 17, 2025** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,

Logan Anderson

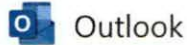
Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



Re: Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 6/9/2025 9:40 AM

To Ryan Kozlowski <randpinvesting@gmail.com>

Cc York, Marie <marie.cross@cityofmobile.org>

Thank you for the Neighborhood Meeting documents.

As mentioned in my email, please complete the following:

1. Correct Application Submission:

Please submit the appropriate application via the [Customer Self-Service](#) (CSS) Portal. The correct Plan Type is "Short Term Rental - Conditional Use Permit" and can be found further down the list of available applications. *You submitted the correct paper application, we need you to please submit the correct [online application](#) ("Short Term Rental - Conditional Use Permit" instead of "Conditional Use Permit.")*

2. Notification Labels:

- Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible. *Our staff cannot print what you provided within the template of our mailing labels as some of them are cut-off or askew.*
- Remove any duplicate labels to avoid unnecessary charges.

3. Site Plan Requirements:

Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of [Article 10](#) of the Unified Development Code (**Pages 6–7**).

- Aerial photographs are not sufficient.
- A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Ryan Kozlowski <randpinvesting@gmail.com>

Sent: Monday, June 9, 2025 9:09 AM

To: Anderson, Logan <dlogananderson@cityofmobile.org>

Subject: Re: Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

You don't often get email from randpinvesting@gmail.com. [Learn why this is important](#)

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.

Good morning,

I submitted all documents for items 1, 2 & 3. Are they not showing up on your end or is something insufficient with them? Also, when I log into the CSS portal to review this application there is no way to upload additional documents?

On Mon, Jun 9, 2025 at 8:17 AM Anderson, Logan <dlogananderson@cityofmobile.org> wrote:

Good Morning,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be considered complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. Correct Application Submission:

Please submit the appropriate application via the [Customer Self-Service](#) (CSS) Portal. The correct Plan Type is **"Short Term Rental - Conditional Use Permit"** and can be found further down the list of available applications.

2. Notification Labels:

- Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible.
- Remove any duplicate labels to avoid unnecessary charges.

3. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 2, 2025.**

Note: To date, only a dated photograph of the Neighborhood Meeting sign has been received.

4. Site Plan Requirements:

Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).

- Aerial photographs are not sufficient.
- A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, June 16, 2025**, the application will be considered **partially complete** and placed on the agenda for the **July 17, 2025** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:

If the required Neighborhood Meeting documentation is not received by **July 2, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning

BUILDMOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main



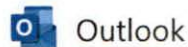
Ryan Kozlowski

CEO, R & P Investing LLC

615.310.3275 | randpinvesting@gmail.com

PO Box 2072 Goodlettsville, TN 37070





Ryan Kozlowski, R&P Investing, LLC (ZON-STR-003382-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 6/11/2025 9:50 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Short Term Rental Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on June 16, 2025**, the application will be scheduled for the **July 17, 2025** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 6/9/2025 8:17 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good Morning,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be considered complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. Correct Application Submission:

Please submit the appropriate application via the [Customer Self-Service](#) (CSS) Portal. The correct Plan Type is "**Short Term Rental - Conditional Use Permit**" and can be found further down the list of available applications.

2. Notification Labels:

- Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible.
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Important:

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If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD **MOBILE**

dlogananderson@cityofmobile.org

(251) 208-5895 main



City of Mobile • Planning & Zoning
Planning Commission Application
Conditional Use Permit Application for Short Term Rental

All the necessary information as required by the Unified Development Code, including the site plan, must be submitted in digital format no later than noon Central Time on the deadline filing date.

Fees

Conditional Use Permit..... \$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.

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	Owner (If different from Applicant)
Name:	Ryan Kozlowski	
Firm:	R & P Investing, LLC	
Phone:	615-310-3275	
Email:	randpinvesting@gmail.com	
Address:	PO Box 2072 Goodlettsville, TN 37070	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description. As well as photos of the front, back, and both sides of the property and an aerial view of the site.

2316 W Hillwood Dr Mobile, AL 36605

1.5 acres

Property Address

Property Area (acres or square feet)

R023204350003056.000

Parcel Number(s) or Key Number(s)

Low Density Residential, District 3

N/A

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation as shown on page 5.

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", use 8 1/2" x 11" sheets of labels). 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).

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

Drafted March 2025

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.

B. J. H.
Owner Signature

6/17/25
Date

B. J. H.
Applicant or Agent Signature (if applicable)

6/17/25
Date

I, the undersigned, constituting the owner of the hereinafter described real property do hereby execute and file with the City of Mobile this written application requesting that my property as described be issued a Conditional Use Permit for a Short-Term Rental in the City of Mobile, Alabama.

Furthermore, I certify that said property shall comply with the site and design criteria of Article 5, Section 64-5-6.E.11.(g) suitable for consideration of a Conditional Use Permit for Short-Term Rentals, to wit:

- (1) There shall be no on-site employees.
- (2) The establishment shall not serve meals.
- (3) Guest rooms shall not contain cooking facilities.
- (4) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
- (5) No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.
- (6) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-Term Rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-Term Rental period to address problems or complaints associated with the Short-Term Rental.
- (7) Each Short-Term Rental must meet applicable building and fire codes and be equipped with the following safety equipment and features:
 - a. Operational smoke and carbon monoxide detectors.
 - b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
 - c. Prominently displayed and legible 9-1-1 address on building exterior

I further certify that 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 7th day of June 2025

Signature

B. J. H.

Ke
STATE OF ALABAMA Tennessee
COUNTY OF MOBILE Davidson

I, the undersigned, a Notary Public in and for said County in said State hereby certify that

Ryan Kozlowski

_____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

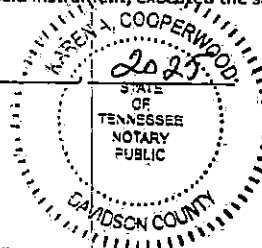
Given under my hand and seal on this 7th day of June

Notary Public

Karen A. Cooperwood

My Commission Expires

My Commission Expires
January 24, 2028



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
Drafted March 2025

Conditional Use Permit – Short Term Rentals

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Conditional Use Permits for Short Term Rentals will be reviewed for compliance with the approval criteria provided in Approval Criteria of Article 5 (Section 64-5-6.E) as well as with the information requested below.

If a site cannot comply with the site plan requirements, a CUP application will not be processed by the Planning and Zoning Department.

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ Neighborhood Meeting Documentation |
| ☒ Conditional Use Permit – Short Term Rentals | ☒ Site Plan |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | ☒ Fees |
| ☒ Mailing Labels | |

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The proposal operates a safe, family-oriented rental contributing to the city's goals outlined in the comprehensive plan.

2. Future Land Use Map (FLUM) Designation N/A

3. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
If no, what are the deficiencies?

N/A

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

The property will operate as a single family residence and within the neighborhood development plan.

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

There will be no construction involved in the proposal and none of these will occur.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.

The short term rental will operate as a single family residence as it was designed too and within the city development plan.

7. Will there be any on-site employees? ☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633
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Dated March 2025

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. In order for an application to be considered complete, the following information is required on the site plan.

- ☒ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.
- ☒ How many guest rooms are provided? 4
- ☒ Does the site comply with the Refuse (Garbage) Collection area requirements of Article 5, 64-5-6.E.11.(g)(7), of the Unified Development Code below:
 - ☐ The refuse (garbage) collection area must be illustrated on the site plan. Provide a photo of the refuse (garbage) location and it's screening.
 - ☐ Is the refuse (garbage) collection area closer than twenty (20) feet from any property line? ☐ Yes ☒ No
 - ☐ Is the refuse (garbage) collection area closer than 100 feet from any dwelling on an adjacent lot? ☐ Yes ☒ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approve the Conditional Use Permit application.

- ☒ Does the site comply with the requirements of 64-5-6.E.11.(g)(8) of the Unified Development Code below:
 - ☐ Are there a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any) ☒ Yes ☐ No
 - ☐ Is there a minimum of one (1) additional parking space per guest room; parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means; with access, maneuvering and surfacing in compliance with both 64-3-12? ☒ Yes ☐ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approval the Condition Use Permit application.

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
Drafted March 2015

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.

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 references at the meeting

Neighborhood Meeting Proceedings:

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

5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605

5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605

2. What information was presented at the meeting?

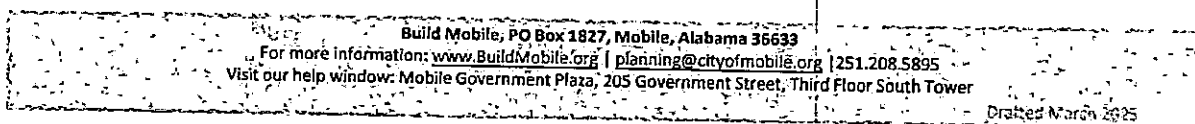
I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues.

3. What concerns were raised during the meeting?

Out of all attendees there were two concerns brought up from two residents in the neighborhood. One neighbor brought up an arriving guest accidentally pulling into the wrong driveway upon arrival. The other wanted to discuss property lines at the rear of the property at the waterfront.

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

I intend to install an illuminated numerical display of the property address at the front of the driveway to prevent any confusion on which driveway when arriving to the property at night.





Plan Submission Contact Information

Name of Project Hillwood STR

Address 2316 W Hillwood Dr Mobile, AL 36605

Owner Ryan Kozlowski

Address PO Box 2072 Goodlettsville, TN Zip Code 37070

Phone 615-310-3275 Fax N/A Email randpinvesting@gmail.com

Authorized Agent Ryan Kozlowski

Address PO Box 2072 Goodlettsville, TN Zip Code 37070

Phone 615-310-3275 Fax N/A Email randpinvesting@gmail.com

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Ryan Kozlowski

Signature _____ Print _____

Owner

Date _____ Affiliation to project/Organization _____

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Conditional Use Permit

Applicant: Ryan Kozlowski

Phone #: 615-310-3275

Meeting Date: May 23 rd , 2025

Meeting Time: 4:00pm-5:30pm

Meeting Location:

Parkway Branch - Mobile Public Library

1924-B Dauphin Island Pkwy Mobile, AL 36605



Mobile, United States
Hillwood Dr W, 2308
36605

May 12, 2025 at 10:01AM



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 06/07/25

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

Neighborhood Meeting Date: 5/23/25

Neighborhood Meeting Time: 4:00-5:30 pm

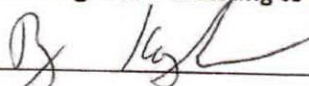
Neighborhood Meeting Location: Parkway Branch - Mobile Public Library
1924 Dauphin Island Pkwy - B Mobile, AL 36605

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

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

Applicant's Name: Ryan Kozlowski
(First Name & Last Name)

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

X  Date: 06/07/25

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

Neighborhood Meeting

Date: 05/23/25

Time: 4:00 pm

Location of Neighborhood Meeting: Parkway Branch - Mobile library
1924 Dauphin Island Pkwy. B Mobile, AL 36605

Project Location: 2316 W Hillwood Dr Mobile, AL 36605

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

Conditional Use Permit

Short-term rental

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

x Be [Signature]

Date: 5/23/25

Please Sign In:

Name: Paul Shields Email: Paulshieldsjr@gmail.com
Address: 2320 S. Hillwood Dr Phone: 251-234-4622

Name: Suzan Goff Email: Cgoff378@gmail.com
Address: 2320 S Hillwood Dr Phone: (251) 609-0177

Name: Alison Richardson Email: AlisonR.Richardson11p.com
Address: 2335 Hillwood Dr S Phone: 251 586 4482

Name: Jamie Lanier Email: JANIESELLS@AOL
Address: 2320 W. Hillwood Phone: 251-421-5000

Neighborhood Meeting Sign-In Sheet

Date: 5/23/25

Applicant: Ryan Kozlowski

Meeting Location: 1124 Dauphin Island Pkwy - B
Application(s): Conditional Use Permit

Name: NEIL PEARCE Email: PEARCEINA@AOL.COM
Address: 2320 W. HILLWOOD DR Phone: 706-366-3806

Name: David Blanchard Email: dph.blanchard@comcast.net
Address: 2308 Eken Sr. Mobile, AL 36605 Phone: (251) 234-2663

Name: Anthony Bonifacio Email: _____
Address: 2523 Davis Dr Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 5/23/25

Meeting Time: 4:00 - 5:30 pm

Meeting Location: Portway Branch
mobile Public library

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

I presented an overview on the reason for the meeting, the
intentions for the conditional use permit, the property location,
intended business goals and contact information for any future
issues or needs.

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

The property, layout and photos of the property.

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):

Paul Shields & Susan Goff - First two and only two that showed
up on time. They thought I went with the city council and
showed up to discuss the neighborhood boat ramp.

Alison Richardson - showed up next to discuss property lines
at the rear of the property near the water front and dog issues.
with 2308 W Hillwood Dr.

Danica & Neil - The neighbors at 2320 W Hillwood Dr showed
up to discuss arriving guest accidentally pulling down their driveway.

Neighborhood Meeting Summary

Date: 5/23/25

Applicant: Ryan Kozlowski

Meeting Location: Parkway Branch Mobile Library

Application: Conditional Use Permit

(Meeting summary, continued)

David and his guest were the last to arrive. They were confused about the letter and thought they were required to show up. They had no questions or comments in regards to the permit.

All attendees were gone by 5:00pm. I stayed until 5:30 and no additional guest showed up.

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

The Neighborhood Meeting ended at the following time: 5:00 pm

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

x 

Date: 5/23/25

Page 2 of 2

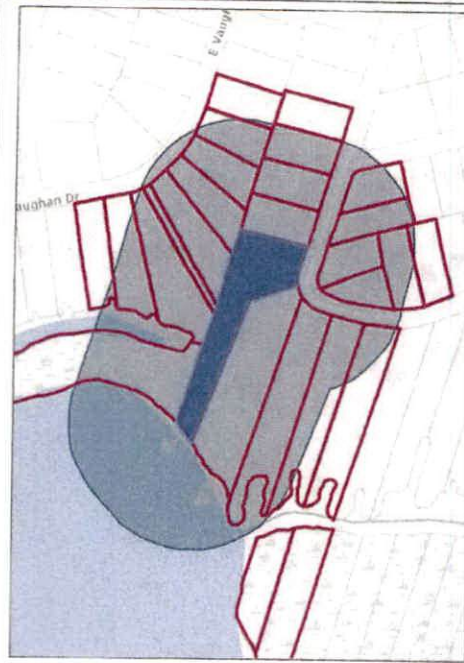
Neighborhood Meeting Checklist:

- ✓ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.
- ✓ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.
- ✓ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.
- ✓ Neighborhood Meeting held.
- ✓ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:
 - ✓ Dated photograph(s) of the posted sign(s)
 - ✓ The verified address list of surrounding property owners to whom notification was provided
 - ✓ A copy of the notice advertising the Neighborhood Meeting
 - ✓ A sign-in sheet documenting meeting attendance
 - ✓ A written summary or minutes of the meeting
 - ✓ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ✓ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.
- ✓ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Property Owner List (Proximity)

KEY#	PARCEL	NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1008741	R023204350003055.000	SCOTT ALFRED L & TANYA					
9048543	R023204350003063.001	VROCHER MICHAEL & MELISSA VROCHER	2308 W HILLWOOD DR		MOBILE	AL	36605
1008949	R023204350003063.000	ANTHONY JOHN LEONARD	2403 VAUGHAN DR S		MOBILE	AL	36605
1008868	R023204350003068.000	GEORGE ASHLEY	2401 S VAUGHAN DR		MOBILE	AL	36605
1010294	R023204350004021.000	PEARCE NEILA	2241 E VAUGHAN DR		MOBILE	AL	36605
1008750	R023204350003056.000	R & P INVESTING LLC	2320 W HILLWOOD DR		MOBILE	AL	36605
1510360	R023204350003094.000	TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP	710 E CAMPBELL RD		MADISON	TN	37115
1010293	R023204350004023.000	REESE LAND & TIMBER LLC	6 S SUMMIT ST		FAIRHOPE	AL	36532
1772328	R023204350003064.001	TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES	1209 GOVERNMENT ST		MOBILE	AL	36604
1010275	R023204350004020.000	EDGEWOOD PARK COMMUNITY HSE	8 S SUMMIT ST		FAIRHOPE	AL	36532
1010300	R023204350004027.000	ASH PROPERTIES LLP	2400 E HILLWOOD DR		MOBILE	AL	36605
1008987	R023204350003067.000	MAHARAJ RAPHAEL A & BETTY JO	800 HILLCREST RD STE B		MOBILE	AL	36605
1008946	R023204350003175.000	THOMPSON ANTHONY	2237 E VAUGHAN DR		MOBILE	AL	36605
1010319	R023204350004028.000	ABRAHAM & ISAAC INC	3022 BAY FRONT RD		MOBILE	AL	36605
1008732	R023204350003064.000	LIGHTHOUSE HOMES & PROPERTIES LLC	800 HILLCREST RD STE B		MOBILE	AL	36605
1008966	R023204350003176.000	SHADY ACRES RENTAL HOUSES L.L.C	PO BOX 86		MOUNTAINVILLE	NY	10853
1010286	R023204350004019.000	RICHARDSON MARK A & ALISON S	2510 OLD MILITARY RD		MOBILE	AL	36605
1008921	R023204350003063.000	BRACKNELL BRIAN L & KIMBERLY WISE BRACKNELL	800 HILLCREST RD STE B		MOBILE	AL	36605
1008870	R023204350003068.000	LOWE DONALD ANDREW	2405 S VAUGHAN DR		MOBILE	AL	36605
1010329	R023204350004028.01	ASH PROPERTIES LLP	2239 VAUGHAN DRIVE E		MOBILE	AL	36605
1008723	R023204350003053.000	LALA LLC	2335 S HILLWOOD DR		MOBILE	AL	36605
1010227	R023204350004018.000	RICHARDSON MARK A & ALISON S	3751 CONWAY DR S		MOBILE	AL	36605
1008912	R023204350003082.000	LEWIS FLOYD M & CATHERINE M LEWIS	800 HILLCREST RD STE B		MOBILE	AL	36605
1010337	R023204350004028.000	CAIDENAS DEELCKSE	2407 S VAUGHAN DR		MOBILE	AL	36605
1008985	R023204350003068.000	SMITH LAVERNE P	2324 S HILLWOOD DR		MOBILE	AL	36605
1008714	R023204350003052.000	TALLEY PATRICK E	1192 W DOMINION DR		MOBILE	AL	36605
		Planning & Zoning	2258 W HILLWOOD DR		MOBILE	AL	36605
		YORK MARIE	205 Government St 3rd Floor, South Tower		MOBILE	AL	36605
		CITY OF MOBILE OFFICE OF CITY ATTORNEY C.J. SMALL	205 Government St 3rd Floor, South Tower		MOBILE	AL	36605
			PO BOX 1827		MOBILE	AL	36603-1827

Near Me Report



ADDRESS Mobile City Limits Property

Property Owner List | Total count: 26

#	KEYS	PARCEL	NAME
1	01006741	R023040000000000000	SCOTT ALFRED L & SANYA
2	02048543	R023040000000000001	WROCHER MICHAEL & MELISSA
3	01006649	R023040000000000000	ANTHONY JOHN LEONARD
4	01006658	R023040000000000000	GEORGE ADAM
5	01006654	R023040000000000000	PEARCE NEILA
6	01006750	R023040000000000000	R & P INVESTING LLC
7	01006650	R023040000000000000	TONKEMER ARTHUR C II CO THE
8	01006650	R023040000000000000	WILLIAMS GROUP
9	01006650	R023040000000000000	WISSE LAND & TIMBER LLC
10	01006650	R023040000000000000	TONKEMER ARTHUR C II CO
11	01006650	R023040000000000000	TONKEMER PROPERTIES
12	01006650	R023040000000000000	EDGEMOOD PARK COMMUNITY HOE
13	01006650	R023040000000000000	ASH PROPERTIES LLP
14	01006650	R023040000000000000	MAHARAJA RAPHAIL A & BETTY JO
15	01006650	R023040000000000000	THOMPSON ART-CRT
16	01006650	R023040000000000000	ABRAHAM & ISAAC INC
17	01006650	R023040000000000000	LEIGH-HOUSE HOMES & PROPERTIES
18	01006650	R023040000000000000	LLC
19	01006650	R023040000000000000	SHROY ACRES RENTAL HOUSES L
20	01006650	R023040000000000000	C
21	01006650	R023040000000000000	RICHARDSON MARK A & ALISON B
22	01006650	R023040000000000000	BRADWELL BRIAN L & KIMBERLY
23	01006650	R023040000000000000	WARR SPACEL
24	01006650	R023040000000000000	LOVE DONALD ANTHONY
25	01006650	R023040000000000000	ASH PROPERTIES LLP
26	01006650	R023040000000000000	LALA LLC
27	01006650	R023040000000000000	RICHARDSON MARK A & ALISON B
28	01006650	R023040000000000000	LEWIS FLOYD M & CATHERINE M
29	01006650	R023040000000000000	L DAVIS
30	01006650	R023040000000000000	CARDENAS DELCONE
31	01006650	R023040000000000000	SMITH LAUREN P
32	01006650	R023040000000000000	TALLEY PATRICK E

#	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1	2408 W HILLWOOD DR	No data	MOBILE	AL	36605
2	2402 W HILLWOOD DR S	No data	MOBILE	AL	36605
3	2401 S VAUGHAN DR	No data	MOBILE	AL	36605
4	2401 S VAUGHAN DR	No data	MOBILE	AL	36605
5	2402 W HILLWOOD DR	No data	MOBILE	AL	36605
6	710 E CAMPBELL RD	No data	MOBILE	AL	36605
7	8 S SUMMIT ST	No data	MOBILE	AL	36605
8	1206 GOVERNMENT ST	No data	MOBILE	AL	36604
9	8 S SUMMIT ST	No data	MOBILE	AL	36605
10	2402 S HILLWOOD DR	No data	MOBILE	AL	36605
11	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
12	2237 S VAUGHAN DR	No data	MOBILE	AL	36605
13	3602 RAY FRONT RD	No data	MOBILE	AL	36605
14	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
15	PO BOX 81	No data	MOBILE	AL	36605
16	2510 OLD MILITARY RD	No data	MOBILE	AL	36605
17	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
18	2402 S VAUGHAN DR	No data	MOBILE	AL	36605
19	2237 W HILLWOOD DR	No data	MOBILE	AL	36605
20	2800 S HILLWOOD DR	No data	MOBILE	AL	36605
21	3751 CONWAY DR S	No data	MOBILE	AL	36605
22	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
23	2402 S VAUGHAN DR	No data	MOBILE	AL	36605
24	2204 S HILLWOOD DR	No data	MOBILE	AL	36605
25	1702 W COMMON DR	No data	MOBILE	AL	36605
26	2258 W HILLWOOD DR	No data	MOBILE	AL	36605

Notice of Neighborhood Meeting

Date of Notice 04/25/2025

Dear Property Owners(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Ryan Kozlowski** will be submitting to the Mobile City Planning Commission:

- (1) Application for a Conditional Use Permit to operate a short-term rental (STR) at 2316 W Hillwood Dr. Mobile, AL 36605.

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

Friday May 23rd, 2025

4:00pm-5:30pm

Parkway Branch-Mobile Public Library Meeting Room

1924 Dauphin Island Pkwy-B Mobile, AL 36605

You are receiving this notice because your property is located within 300 feet of **2316 W Hillwood Dr. Mobile, AL 36605**, 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, *Ryan Kozlowski*

Ryan Kozlowski

R & P Investing LLC

P.O Box 2072 Goodlettsville, TN 37070

615-310-3275

randpinvesting@gmail.com

Page 1 of 1

NAME
MAIL_ADDR1
MAIL_CITY MAIL_STATE MAIL_ZIP

SCOTT ALFRED L & TANYA
2308 W HILLWOOD DR
MOBILE AL 36605

VROCHER MICHAEL & MELISSA
2403 VAUGHAN DR S
MOBILE AL 36605

ANTHONY JOHN LEONARD
2401 S VAUGHN DR
MOBILE AL 36605

GEORGE ASHLEY
2241 E VAUGHAN DR
MOBILE AL 36605

PEARCE NEIL A
2320 W HILLWOOD DR
MOBILE AL 36605

R & P INVESTING LLC
710 E CAMPBELL RD
MADISON TN 37115

TONSMEIRE ARTHUR C III C/O THE
STALLINGS GROUP
6 S SUMMIT ST
FAIRHOPE AL 36532

REESE LAND & TIMBER LLC
1209 GOVERNMENT ST
MOBILE AL 36604

TONSMEIRE ARTHUR C III C/O
TONSMEIRE PROPERTIES
6 S SUMMIT ST
FAIRHOPE AL 36532

EDGEWOOD PARK COMMUNITY
HSE
2400 E HILLWOOD DR
MOBILE AL 36605

ASR PROPERTIES LLP
800 HILLCREST RD STE 6
MOBILE AL 36695

MAHARAJ RAPHAEL A & BETTY JO
2237 E VAUGHAN DR
MOBILE AL 36605

THOMPSON ANTHONY
3022 BAY FRONT RD
MOBILE AL 36605

ABRAHAM & ISAAC INC
800 HILLCREST RD STE 6
MOBILE AL 36695

LIGHTHOUSE HOMES &
PROPERTIES LLC
PO BOX 86
MOUNTAINVILLE NY 10953

SHADY ACRES RENTAL HOUSES
LLC
2510 OLD MILITARY RD
MOBILE AL 36605

RICHARDSON MARK & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

BRACKNELL BRIAN & KIMBERLY
2405 S VAUGHN DR
MOBILE AL 36605

LOWE DONALD ANDREW
2229 VAUGHAN DRIVE E
MOBILE AL 36605

ASR PROPERTIES LLP
2335 S HILLWOOD DR
MOBILE AL 36605

ALA LLC
3751 CONWAY DR S
MOBILE AL 36608

RICHARDSON MARK & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

LEWIS FLOYD & CATHERINE
2407 S VAUGHN DR
MOBILE AL 36605

CARDENAS DEELOISE
2324 S HILLWOOD DR
MOBILE AL 36605

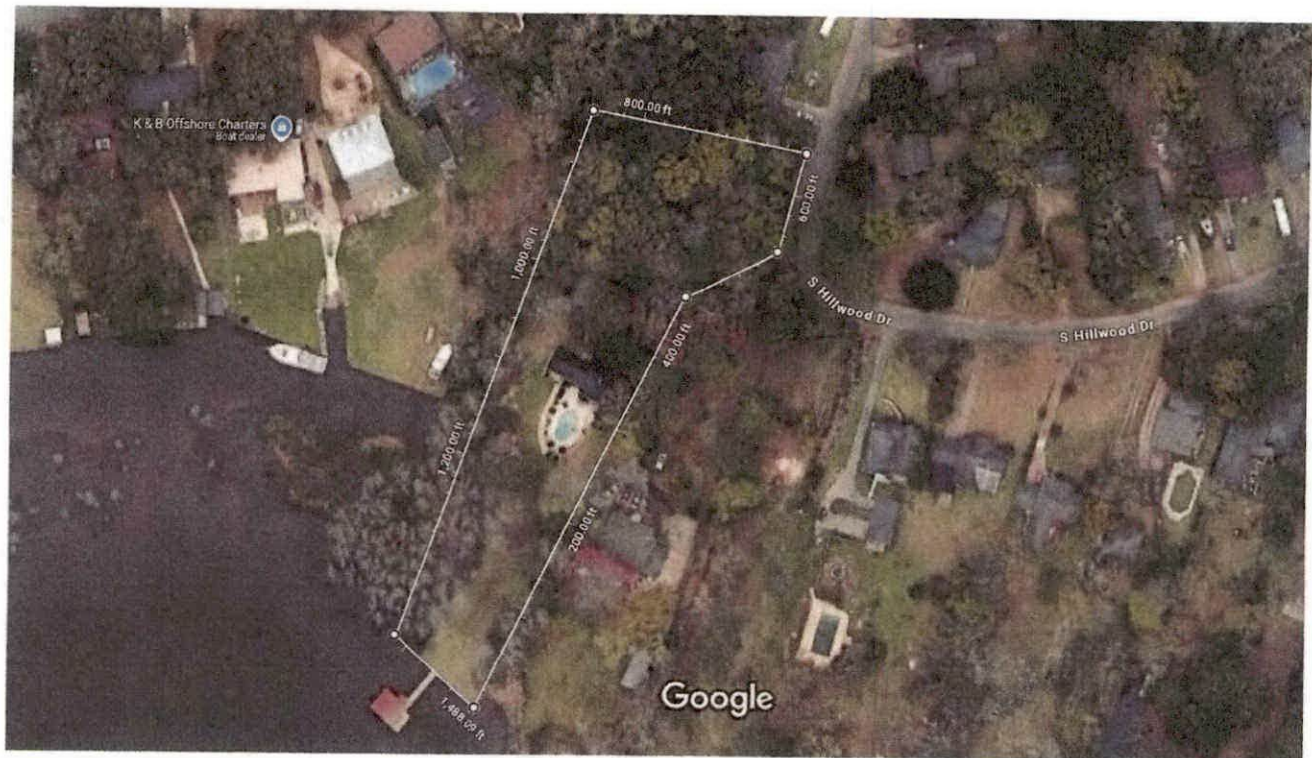
SMITH LAVERNE P
1192 W DOMINON DR
MOBILE AL 36695

TALLEY PATRICK E
2258 W HILLWOOD DR
MOBILE AL 36605

ORK MARIE
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

COMMISSION PLANNING
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

CITY OF MOBILE OFFICE OF CITY
ATTN: C.J SMALL
PO BOX 1827
MOBILE, AL 36633-1827

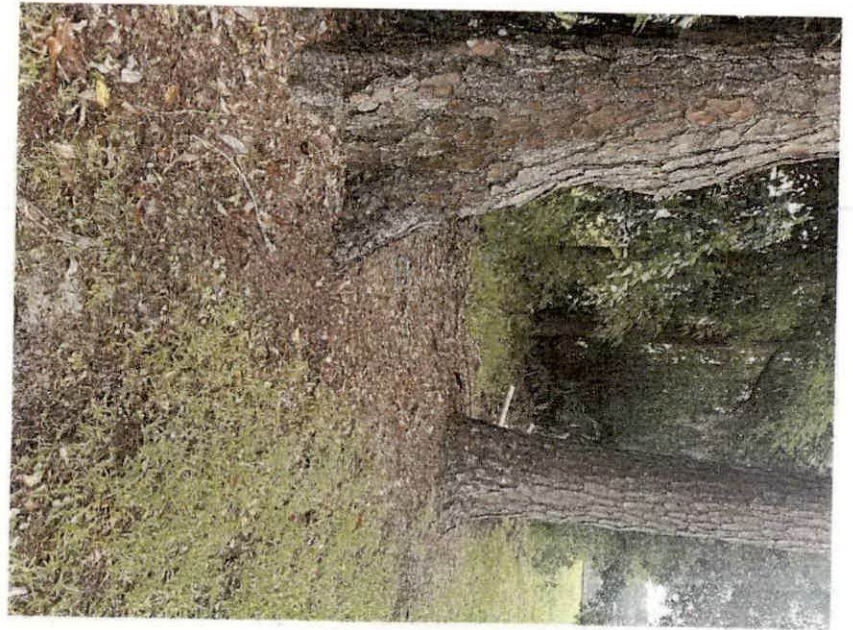


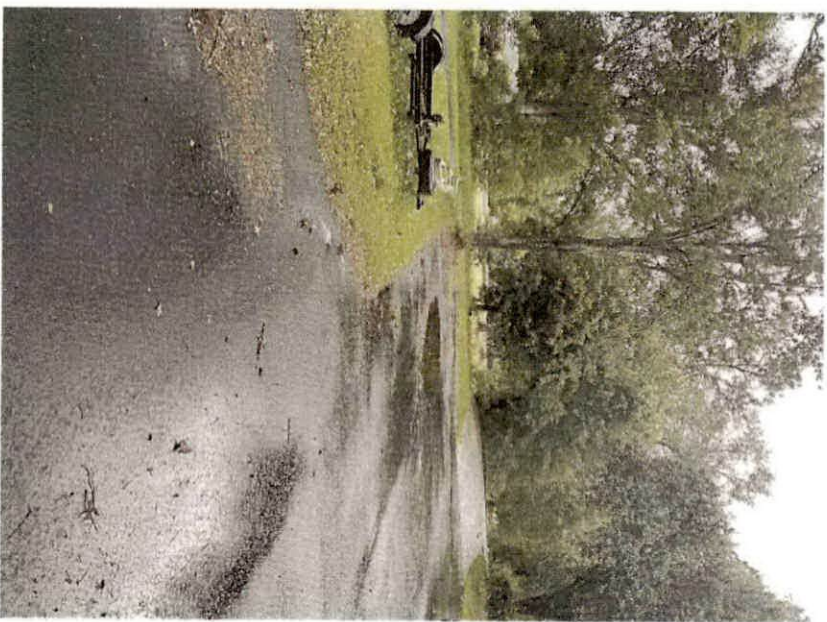
Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

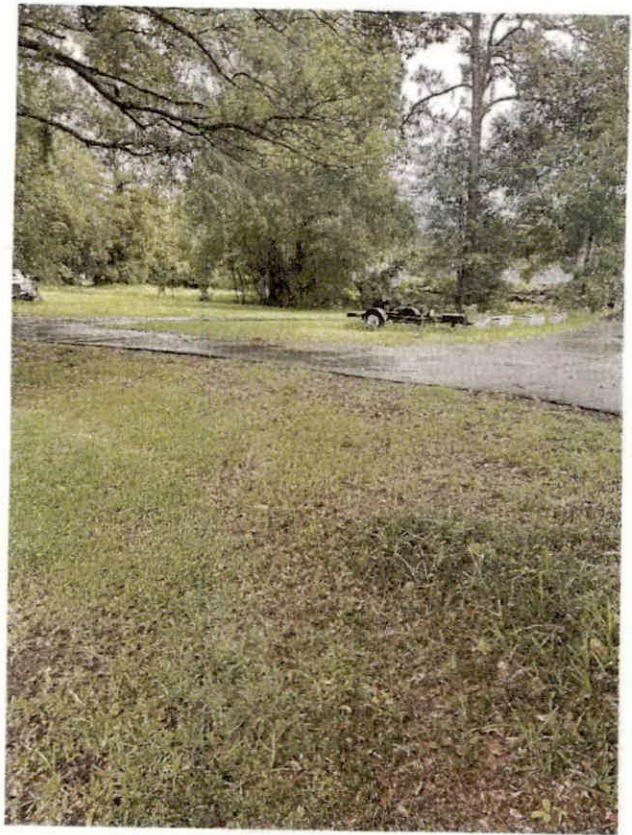
Measure distance

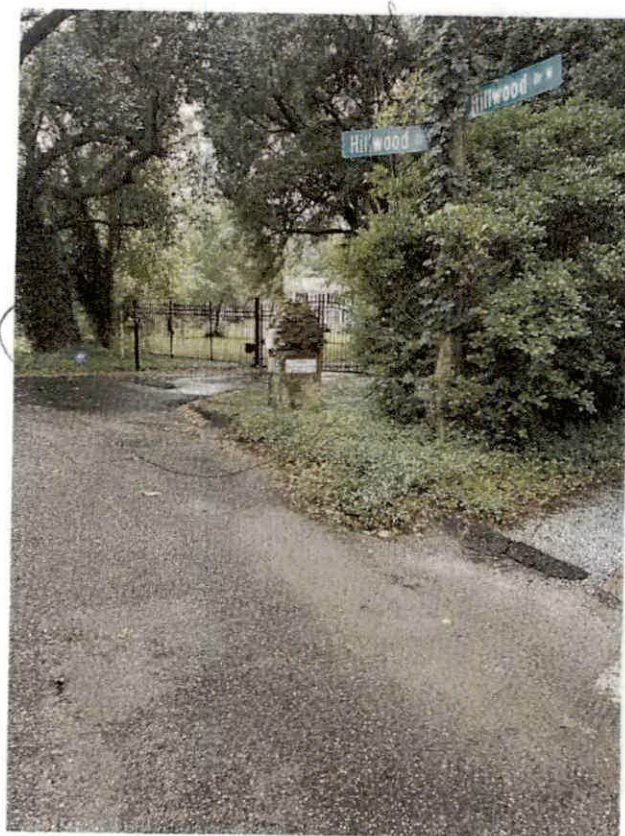
Total area: 80,770.79 ft² (7,503.85 m²)

Total distance: 1,488.09 ft (453.57 m)









Return To: Cadence Loan Ops
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

37884 2 of 2

Commercial Mortgage, Security Agreement and Assignment of Leases and Rents

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") is entered into as of May 1, 2023, between R & P INVESTING LLC, a Tennessee limited liability company, with an address of 710 E. CAMBELL RD, MADISON, TN 37115 (the "Mortgagor") and Cadence Bank, a Mississippi State Chartered Bank, with an address of 402 South Broad Street, Scottsboro, AL 35768 (the "Bank").

The real property which is the subject matter of this Mortgage has the following address(es): 2316 W. HILLWOOD DR, MOBILE, AL 36605 (the "Address(es)").

1. Mortgage, Obligations and Future Advances

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to Bank and its successors and assigns forever, WITH MORTGAGE COVENANTS, all of Mortgagor's right, title and interest in and to the Property described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to Bank and all obligations respecting that certain One Year Adjustable Term Note, dated May 1, 2023, by R & P INVESTING LLC in favor of Bank in the original principal amount of \$400,000.00 (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The latest Obligation secured by the Mortgage matures on April 30, 2043.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the *Uniform Commercial Code of Alabama* (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 7-9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. Bank shall have and hold the above granted Property unto and to the use and benefit of Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform



the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

- 1.5 Property.** The term "Property", as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the *Uniform Commercial Code*, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the *Uniform Commercial Code*: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.
- 1.6 Obligations.** The term "Obligation(s)", as used in this Mortgage, shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to Bank; or are due indirectly by the Mortgagor to Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of \$400,000.00 of the amounts outstanding pursuant to the terms of the Loan Documents as set forth herein. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.
- 1.7 Cross-Collateral and Future Advances.** It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. Representations, Warranties, Covenants

2.1 Representations and Warranties. The Mortgagor represents and warrants that:

- (A) This Mortgage has been duly executed and delivered by the Mortgagor and is the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;
- (B) The Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the "Permitted Encumbrances");
- (C) The Mortgagor is the sole legal owner of the entire lessor's interest in Leases, if any, with full power and authority to encumber the Property in the manner set forth herein, and the Mortgagor has not executed any other assignment of Leases or any of the rights or rents arising thereunder;
- (D) As of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by Bank; and
- (E) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction.

2.2 Recording; Further Assurances. The Mortgagor covenants that it shall, at its sole cost and expense and upon the request of Bank, cause this Mortgage, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of Bank in the Property and the rights of Bank under this Mortgage. Mortgagor will from time to time execute and deliver to Bank such documents, and take or cause to be taken, all such other or further action, as Bank may request in order to effect and confirm or vest more securely in Bank all rights contemplated by this Mortgage (including, without limitation, to correct clerical errors) or to vest more fully in, or assure to Bank the security interest in, the Property or to comply with applicable statute or law. To the extent permitted by applicable law, Mortgagor authorizes Bank to file financing statements, continuation statements or amendments, and any such financing

statements, continuation statements or amendments may be filed at any time in any jurisdiction. Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Property as defined in this Mortgage and which contain any other information required by Article 9 of the *Uniform Commercial Code* for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor; Mortgagor also authorizes Bank to file financing statements describing any agricultural liens or other statutory liens held by Bank. Mortgagor agrees to furnish any such information to Bank promptly upon request. In addition, Mortgagor shall at any time and from time to time, take such steps as Bank may reasonably request for Bank (i) to obtain an acknowledgment, in form and substance satisfactory to Bank, of any bailee having possession of any of the Property that the bailee holds such Property for Bank, and (ii) otherwise to insure the continued perfection and priority of Bank's security interest in any of the Property and the preservation of its rights therein. Mortgagor hereby constitutes Bank its attorney-in-fact to execute and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Mortgage terminates in accordance with its terms, all Obligations are paid in full and the Property is released.

2.3 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of Bank in each instance:

- (A) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage;
- (B) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("*Hazardous Substances*"); or
- (C) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Mortgagor further agrees to give Bank prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Mortgagor agrees to defend its title to the Property and Bank's interest therein against the claims of all persons and, unless Bank requests otherwise, to appear in and diligently contest, at the Mortgagor's sole cost and expense, any action or proceeding that purports to affect the Mortgagor's title to the Property or the priority or validity of this Mortgage or Bank's interest hereunder.

2.4 Operation of Property. The Mortgagor covenants and agrees as follows:

- (A) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Mortgagor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to Bank of (i) any violation of any such law, ordinance or regulation by the Mortgagor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;
- (B) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to Bank, provide deductible amounts acceptable to Bank, name Bank as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least zero (0) days prior written notice to Bank. Such policies shall include (i) a mortgage endorsement determined by Bank in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of Bank, shall not be invalidated by any act or neglect of the Mortgagor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as Bank may request. The Mortgagor will furnish to Bank upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to Bank. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Mortgagor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;

- (C) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of Bank, execute any assignment of the Leases except in favor of Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;
- (D) Mortgagor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit Bank and Bank's agents, employees and representatives, at such reasonable times as Bank may request, to enter and inspect the Property and such books and records;
- (E) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof; and
- (F) Mortgagor shall not use or occupy the Property or allow any other party to use or occupy the Property in any manner that would constitute a violation of any state and/or Federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Mortgage and constitutes an Event of Default.

2.5 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by Bank, the Mortgagor shall deposit from time to time with Bank sums determined by Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at Bank's request, provides Bank with adequate cash security, in Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by Bank. If Mortgagor shall fail to pay such sums, Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by Bank shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.6 Notices; Notice of Default. The Mortgagor will deliver to Bank, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Mortgagor is in default in the performance or observance of any of the terms hereof or that the Mortgagor or any tenant is in default of any terms of the Leases. The Mortgagor further agrees to deliver to Bank written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to Bank, describing the nature and extent thereof. Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for Bank and immediately pay the same to Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to Bank in amounts not exceeding the Obligations. Bank may apply such amounts to the Obligations in such order as Bank may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to Bank and, at the option of Bank, be applied to the Obligations in such order as Bank may determine; provided, however, that if Bank shall require repair of the Property, Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for Bank and promptly paid to it.

3. Certain Rights of Bank

3.1 Legal Proceedings. Bank shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in Bank's reasonable judgment, might affect the Property or any of the rights created or secured by this Mortgage. Bank shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. Bank shall have the right, at the Mortgagor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as Bank deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.

3.3 Financial Statements. Bank shall have the right, at the Mortgagor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to Bank from the Mortgagor or any guarantor of any of the Obligations and the Mortgagor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by Bank.

3.4 Leases and Rent Roll. The Mortgagor shall deliver to Bank (i) during each calendar year and at such other times as Bank shall request a rent roll for the Property, in form acceptable to Bank, listing all tenants and occupants and describing all of the Leases; and (ii) at such times as Bank shall request executed copies of all the Leases.

4. Defaults and Remedies

4.1 Events of Default. "Event of Default" shall mean the occurrence of any one or more of the following events:

- (A) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with Bank;
- (B) failure by the Mortgagor or any guarantor of the Obligations to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage or the Loan Documents;
- (C) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;
- (D) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Bank;
- (E) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party;
- (F) any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Mortgage or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by Bank to have been false or misleading in any material respect when made;
- (G) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (H) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;
- (I) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the *Bankruptcy Code* 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (J) the service upon Bank of a writ in which Bank is named as trustee of the Mortgagor or any guarantor of the Obligations;
- (K) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (L) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations;
- (M) the termination or revocation of any guaranty of the Obligations; or
- (N) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to Bank has been or may be impaired.

4.2 Remedies. On the occurrence of any Event of Default Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (A) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder;
- (B) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Bank upon the Property for any reason shall not cause Bank to be a mortgagee in possession, except upon the express written declaration of Bank;
- (C) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Mortgagor appoints Bank as its true and

lawful attorney with the power for Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. Bank shall be liable to account only for such Rents actually received by Bank. Lessees under the Leases are hereby authorized and directed, following notice from Bank, to pay all amounts due the Mortgagor under the Leases to Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;

- (D) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "*Portion*"), Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such Portion without impairing its right to foreclose subsequently upon any other Portion or the entirety of the Property from time to time thereafter. In addition, Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (E) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given Bank "control" over the Property or cause Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (F) Take such other actions or proceedings as Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the *Uniform Commercial Code* or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

- 4.3 Advances.** If the Mortgagor fails to pay or perform any of its obligations respecting the Property, Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.
- 4.4 Cumulative Rights and Remedies.** All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.
- 4.5 Mortgagor's Waiver of Certain Rights.** To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

5. Miscellaneous

- 5.1 Costs and Expenses.** To the extent permitted by applicable law, the Mortgagor shall pay to Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.
- 5.2 Indemnification Regarding Leases.** The Mortgagor hereby agrees to defend, and does hereby indemnify and hold Bank and each of its directors, officers, employees, agents and attorneys and any Bank Affiliate and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of Bank to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon Bank or any Indemnitee or make them liable for performance of any of the obligations of the Mortgagor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.
- 5.3 Indemnification Regarding Hazardous Substances.** The Mortgagor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Mortgagor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Mortgage and/or the repayment of all debts to Bank including repayment of all Obligations.
- 5.4 Indemnitee's Expenses.** If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Mortgage or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Mortgagor or other person or entity, then the Mortgagor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Bank in favor of the Mortgagor.
- 5.5 Waivers.** The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "*Bank's Rights and Remedies*") hereunder shall constitute a waiver thereof; and no waiver by Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under any such other agreement or transaction) but all Bank's Rights and Remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Bank at such time or times and in such order of preference as Bank in its sole discretion may determine.
- 5.6 Joint and Several.** If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "*Mortgagor*" shall include each as well as all of them.
- 5.7 Severability.** If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 5.8 Complete Agreement.** This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.
- 5.9 Binding Effect of Agreement.** This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of

the parties hereto, and shall remain in full force and effect (and Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of Bank; and Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.

- 5.10 Notices.** Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.
- 5.11 Governing Law.** This Mortgage shall be governed by federal law applicable to Bank and, to the extent not preempted by federal law, the laws of the State of Alabama without giving effect to the conflicts of laws principles thereof.
- 5.12 Reproductions.** This Mortgage and all documents which have been or may be hereinafter furnished by the Mortgagor to Bank may be reproduced by Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).
- 5.13 Bank Affiliates.** The term "*Bank Affiliate*" as used in this Mortgage shall mean any Affiliate of Bank or any lender acting as a participant under any loan arrangement between Bank and the Mortgagors. The term "*Affiliate*" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.
- 5.14 Jurisdiction and Venue.** The Mortgagor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Alabama, over any suit, action or proceeding arising out of or relating to this Mortgage. The Mortgagor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Mortgagor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Mortgagor's address set forth herein or such other address as has been provided in writing to Bank and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Mortgagor.

Signatures

Executed under seal as of May 1, 2023.

Mortgagor

R & P INVESTING LLC

a Tennessee limited liability company


RYAN KOZLOWSKI
 MEMBER

5-3-23
 Date
 Seal

Acknowledgment

State of ~~Alabama~~ Tennessee

County of JACKSON Davidson

I, Michael Ferrence hereby certify that RYAN KOZLOWSKI as
MEMBER for

R & P INVESTING LLC, a/an Tennessee limited liability company, on behalf of the limited liability, 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 instrument, he/she, in his/her capacity as such MEMBER, executed the same voluntarily on the same bears date.

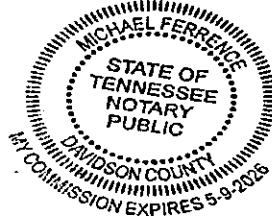
Given under my hand this 3rd day of May, 2023

[Signature]
Notary Public

Notary Public Name

This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization



This Document Prepared By: Audrey Manning
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

EXHIBIT "A"
Property Description

See Exhibit A

Parcel 1:

Lot 34, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama in Map Book 5, Pages 69-72.

Parcel 2:

Lot 33, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama, in Map Book 5, Pages 69-72.

LESS AND EXCEPT the following described parcel: Commencing at the Northernmost Corner of said Lot 33; thence run South 48 degrees 15 minutes West, 148.85 feet along the line between Lot 32 and Lot 33 of said Edgewood Park to the point of beginning of the property herein described; thence run South 25 degrees 52 minutes West, 391.9 feet, more or less to the margin of Dog River; thence Southeastwardly, 70 feet, more or less to a point on said line between Lot 32 and Lot 33 of Edgewood Park; thence run North 17 degrees 30 minutes East 350 feet more or less along the East line of said Lot 33 to the point of beginning.

First American Title Insurance Company

EXHIBIT A LEGAL DESCRIPTION

Issuing Office File No. 39884

Policy No. 5011400-3629193e

Parcel 1:

Lot 34, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama in Map Book 5, Pages 69-72.

Parcel 2:

Lot 33, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama, in Map Book 5, Pages 69-72.

LESS AND EXCEPT the following described parcel: Commencing at the Northernmost Corner of said Lot 33; thence run South 48 degrees 15 minutes West, 148.85 feet along the line between Lot 32 and Lot 33 of said Edgewood Park to the point of beginning of the property herein described; thence run South 25 degrees 52 minutes West, 391.9 feet, more or less to the margin of Dog River; thence Southeastwardly, 70 feet, more or less to a point on said line between Lot 32 and Lot 33 of Edgewood Park; thence run North 17 degrees 30 minutes East 350 feet more or less along the East line of said Lot 33 to the point of beginning.



Date: 2/06/2025

R & P Investing LLC
2316 W Hillwood Dr
Mobile AL 36605

Ownership: 2316 W Hillwood Dr

Dear Applicant,

The license application and proof of tax payments has been satisfied and completed. The next step is to obtain a Conditional Use Permit (CUP). You must contact the Planning Department at (251) 208-5895 or by email: Planning@Cityofmobile.org.

Thank you,

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

Marcie Bell, Revenue Agent

City of Mobile Revenue Department
P.O. Box 3065
Mobile, AL 36652-3065



City of Mobile • Planning & Zoning
Planning Commission Application
Conditional Use Permit Application for Short Term Rental

All the necessary information as required by the Unified Development Code, including the site plan, must be submitted in digital format no later than noon Central Time on the deadline filing date.

Fees

Conditional Use Permit \$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.

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	Owner (If different from Applicant)
Name:	Ryan Kozlowski	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description. As well as photos of the front, back, and both sides of the property and an aerial view of the site.

2316 W Hillwood Dr Mobile, AL 36605	1.5 acres
Property Address	Property Area (acres or square feet)
R023204350003056.000	
Parcel Number(s) or Key Number(s)	
Low Density Residential, District 3	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation as shown on page 5.

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", use 8 1/2" x 11" sheets of labels). 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).

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

Drafted March 30, 2015

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.

B. H.
Owner Signature

6/17/25
Date

B. H.
Applicant or Agent Signature (If applicable)

6/17/25
Date

I, the undersigned, constituting the owner of the hereinafter described real property do hereby execute and file with the City of Mobile this written application requesting that my property as described be Issued a Conditional Use Permit for a Short-Term Rental in the City of Mobile, Alabama.

Furthermore, I certify that said property shall comply with the site and design criteria of Article 5, Section 64-5-6.E.11.(g) suitable for consideration of a Conditional Use Permit for Short-Term Rentals, to wit:

- (1) There shall be no on-site employees.
- (2) The establishment shall not serve meals.
- (3) Guest rooms shall not contain cooking facilities.
- (4) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
- (5) No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.
- (6) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-Term Rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-Term Rental period to address problems or complaints associated with the Short-Term Rental.
- (7) Each Short-Term Rental must meet applicable building and fire codes and be equipped with the following safety equipment and features:
 - a. Operational smoke and carbon monoxide detectors.
 - b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
 - c. Prominently displayed and legible 9-1-1 address on building exterior

I further certify that 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 7th day of June 2025

Signature

B. H.

Ke
~~STATE OF ALABAMA~~ Tennessee
~~COUNTY OF MOBILE~~ Davidson

I, the undersigned, a Notary Public in and for said County in said State hereby certify that

Ryan Kozlowski

_____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

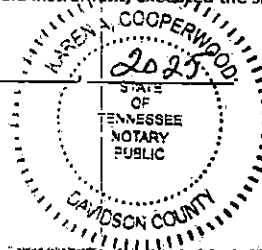
Given under my hand and seal on this 7th day of June

Notary Public

Karen A. Cooper

My Commission Expires

My Commission Expires
January 24, 2028



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Dated March 2025

Conditional Use Permit – Short Term Rentals

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Conditional Use Permits for Short Term Rentals will be reviewed for compliance with the approval criteria provided in Approval Criteria of Article 5 (Section 64-5-6.E) as well as with the information requested below.

If a site cannot comply with the site plan requirements, a CUP application will not be processed by the Planning and Zoning Department.

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|--|
| ☒ Planning Commission Application | ☒ Neighborhood Meeting Documentation |
| ☒ Conditional Use Permit – Short Term Rentals | ☒ Site Plan |
| ☒ Traffic Impact Studies, as prescribed by the Traffic Engineer | ☒ Fees |
| ☒ Mailing Labels | |

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The proposal operates a safe, family-oriented rental contributing to the city's goals outlined in the comprehensive plan.

2. Future Land Use Map (FLUM) Designation N/A

3. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
If no, what are the deficiencies?
N/A

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

The property will operate as a single family residence and within the neighborhood development plan.

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

There will be no construction involved in the proposal and none of these will occur.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.

The short term rental will operate as a single family residence as it was designed too and within the city development plan.

7. Will there be any on-site employees? ☒ Yes ☐ No

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Crafted March 2025

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. In order for an application to be considered complete, the following information is required on the site plan.

- ☒ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.
- ☒ How many guest rooms are provided? 4
- ☒ Does the site comply with the Refuse (Garbage) Collection area requirements of Article 5, 64-5-6.E.11.(g)(7). of the Unified Development Code below:
 - ☐ The refuse (garbage) collection area must be illustrated on the site plan. Provide a photo of the refuse (garbage) location and it's screening.
 - ☐ Is the refuse (garbage) collection area closer than twenty (20) feet from any property line? ☐ Yes ☒ No
 - ☐ Is the refuse (garbage) collection area closer than 100 feet from any dwelling on an adjacent lot? ☐ Yes ☒ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approve the Conditional Use Permit application.

- ☒ Does the site comply with the requirements of 64-5-6.E.11.(g)(8) of the Unified Development Code below:
 - ☐ Are there a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any)
☒ Yes ☐ No
 - ☐ Is there a minimum of one (1) additional parking space per guest room; parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means; with access, maneuvering and surfacing in compliance with both 64-3-12? ☒ Yes ☐ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approval the Condition Use Permit application.

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Drafted March 2025

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.

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 references at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605
5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605
2. What information was presented at the meeting?
I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues.
3. What concerns were raised during the meeting?
Out of all attendees there were two concerns brought up from two residents in the neighborhood. One neighbor brought up an arriving guest accidentally pulling into the wrong driveway upon arrival. The other wanted to discuss property lines at the rear of the property at the waterfront.
4. Were any modifications made or considered in response to the concerns raised at the meeting?
I intend to install an illuminated numerical display of the property address at the front of the driveway to prevent any confusion on which driveway when arriving to the property at night.

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Drafted March 2025



Plan Submission Contact Information

Name of Project Hillwood STR

Address [REDACTED]

Owner Ryan Kozlowski

Address [REDACTED] Zip Code 37070

Phone [REDACTED] Fax N/A Email [REDACTED]

Authorized Agent Ryan Kozlowski

Address [REDACTED] Zip Code 37070

Phone [REDACTED] Fax N/A Email [REDACTED]

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Ryan Kozlowski
Signature _____ Print _____

Owner

Date _____ Affiliation to project/Organization _____

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Conditional Use Permit

Applicant: Ryan Kozlowski

Phone #: [REDACTED]

Meeting Date: May 23 rd , 2025

Meeting Time: 4:00pm-5:30pm

Meeting Location:

Parkway Branch - Mobile Public Library

1924-B Dauphin Island Pkwy Mobile, AL 36605

NAME
MAIL_ADDR1
MAIL_CITY MAIL_STATE MAIL_ZIP

SCOTT ALFRED L & TANYA
2308 W HILLWOOD DR
MOBILE AL 36605

VROCHER MICHAEL & MELISSA
2403 VAIGHAN DR S
MOBILE AL 36605

ANTHONY JOHN LEONARD
2401 S VAUGHN DR
MOBILE AL 36605

GEORGE ASHLEY
2241 E VAUGHAN DR
MOBILE AL 36605

PEARCE NEIL A
2320 W HILLWOOD DR
MOBILE AL 36605

R & P INVESTING LLC
710 E CAMPBELL RD
MADISON TN 37115

TONSMEIRE ARTHUR C III C/O THE
STALLINGS GROUP
6 S SUMMIT ST
FAIRHOPE AL 36532

REESE LAND & TIMBER LLC
1209 GOVERNMENT ST
MOBILE AL 36604

TONSMEIRE ARTHUR C III C/O
TONSMEIRE PROPERTIES
6 S SUMMIT ST
FAIRHOPE AL 36532

EDGEWOOD PARK COMMUNITY
HSE
2400 E HILLWOOD DR
MOBILE AL 36605

ASR PROPERTIES LLP
800 HILLCREST RD STE 6
MOBILE AL 36695

MAHARAJ RAPHAEL A & BETTY JO
2237 E VAUGHAN DR
MOBILE AL 36605

THOMPSON ANTHONY
3022 BAY FRONT RD
MOBILE AL 36605

ABRAHAM & ISAAC INC
800 HILLCREST RD STE 6
MOBILE AL 36695

LIGHTHOUSE HOMES &
PROPERTIES LLC
PO BOX 86
MOUNTAINVILLE NY 10953

SHADY ACRES RENTAL HOUSES
LLC
2510 OLD MILITARY RD
MOBILE AL 36605

RICHARDSON MARK A & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

BRACKNELL BRIAN L & KIMBERLY
WISE BRACKNELL
2405 S VAUGHN DR
MOBILE AL 36605

LOWE DONALD ANDREW
2229 VAUGHAN DRIVE E
MOBILE AL 36605

ASR PROPERTIES LLP
2335 S HILLWOOD DR
MOBILE AL 36605

LALA LLC
3751 CONWAY DR S
MOBILE AL 36608

RICHARDSON MARK A & ALISON
S
800 HILLCREST RD STE 6
MOBILE AL 36695

LEWIS FLOYD M & CATHERINE M
LEWIS
2407 S VAUGHN DR
MOBILE AL 36605

CARDENAS DEELOISE
2324 S HILLWOOD DR
MOBILE AL 36605

SMITH LAVERNE P
1192 W DOMINON DR
MOBILE AL 36695

TALLEY PATRICK E
2258 W HILLWOOD DR
MOBILE AL 36605

YORK MARIE
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

PLANNING COMMISSION
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605



Agenda Item # 1 - HOLDOVER ZON-STR-003382-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2316 Hillwood Drive West

Applicant/Agent:

Ryan Kozlowski, R&P Investing, LLC

Property Owner:

R&P Investing, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Suburban District.

Commission Considerations:

1. To allow a short-term rental in an R-1, Single-Family Suburban District, with two (2) conditions.

Report Contents:

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Commission Considerations	5
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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	1	DATE	August 21, 2025
APPLICANT	Ryan Kozlowski, R&P Investing, LLC		
REQUEST	Conditional Use Permit STR		
			 NTS

HOLDOVER COMMENTS

The application was heldover from the July 18th meeting to allow the application to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

The applicant has provided the requisite information for approval of the Conditional Use Permit.

It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

HOLDOVER CONSIDERATIONS

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Commission and City Council should determine if the site meets all requisite criteria for approval of a Short-Term Rental, as detailed in Article 5, Section 64-5-6.E.11.(g) of the UDC.

If the application is considered for approval, it should be subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

General CUP Review Criteria (UDC Article 5, Section 6-E):

The City Council shall not approve an Application for Conditional Use Permit unless the following are satisfied:

1. **Code Compliance:**
 - a. Meets all **development standards** and **use regulations** under the UDC.
2. **Neighborhood Compatibility:**
 - a. Compatible with the **character** of the surrounding neighborhood.
3. **Development Impact:**
 - a. Does **not impede** orderly development/improvement of nearby residents.
4. **Health, Safety, Welfare:**
 - a. Does **not adversely affect** health, safety, or welfare of nearby residents.
 - b. Considerations:
 - i. Building type/height
 - ii. Landscaping/screening
 - iii. Lighting
 - iv. Hours of operation
 - v. Other mitigatable impacts
5. **Traffic & Access:**
 - a. Safe ingress/egress; no traffic hazards or congestion.
6. **Stormwater Impact:**
 - a. Minimizes impact on stormwater infrastructure.
7. **Utility Access:**
 - a. Adequate water and sanitary sewer service.
8. **Emissions/Disturbance:**
 - a. Not offensive due to emissions, noise, vibration, odor, etc.
9. **Public Welfare:**
 - a. Will **not endanger public health, safety, or general welfare**.
10. **Community Benefit:**
 - a. Serves a **need**, offers a **public benefit**, or fulfills a **public purpose**.
11. **Use-Specific Considerations:**
 - a. Short-Term-Rental-specific criteria (see below) must be met.
 - b. Reasonable conditions may be imposed by the Planning Commission or City Council.

Criteria Specific to Short-Term Rentals (STR):

1. **Employees:** No on-site employees allowed.
2. **Rooms:** Maximum of eight (8) guest rooms per STR.
3. **Meals:** No meal service permitted.
4. **Cooking Facilities:** Guest rooms must **not** have cooking facilities.
5. **Business License:** Valid license required; the license number must appear on all STR advertisements or listings.
6. **Residential Character:** Must **not** alter the residential nature or dwelling's character.
7. **Refuse Area:**
 - a. Must be **screened from view**.
 - b. Must be no closer than 20 feet from any property line.
 - c. Must be no closer than 100 feet from any dwelling on an adjacent lot.
8. **Parking:**
 - a. At least **two (2) off-street spaces for primary residents** (if applicable).
 - b. At least **one (1) space per guest room**.
 - c. Parking must not be in **required front/side yard setbacks** and must be **screened** from view of adjacent properties.
9. **Signage:** No "Vacancy," "Rent," etc. signs allowed.
10. **Local Contact:**
 - a. Name and phone number posted inside the STR.
 - b. Must respond to complaints **24 hours a day, seven (7) days a week** during rental periods.
11. **Safety Equipment:**
 - a. Operational smoke and carbon monoxide detectors.
 - b. One (1) 2.5-pound Class A-B-C fire extinguisher per floor.
 - c. Prominently displayed and legible 9-1-1 address on building exterior.
12. **Structures:** No rentals permitted in **accessory structures, outdoor spaces, or Recreational Vehicles**.

PLANNING COMMENTS

The applicant is requesting a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

In reviewing the request, staff has determined that the site **does/does not** meet the following site and design criteria of Article 5, Section 6-E. of the UDC:

The site does meet the criteria		That there are no more than eight (8) guest rooms.
The site does meet the criteria		That the operation will not alter the residential nature of the neighborhood.
The site does meet the criteria		That the operation does not alter the character of the dwelling as a residence.
	The site does not meet the criteria	That the refuse (garbage) area is screened from view.
	The site does not meet the criteria	That the refuse (garbage) area is no closer than 20 feet from any property line.
	The site does not meet the criteria	That the refuse (garbage) area is no closer than 100 feet from any other dwelling.

	The site does not meet the criteria	That the minimum number of parking spaces are provided.
The site does meet the criteria		That the operation does not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

The applicant **has/has not** certified the following in their application:

Has certified		That there shall be no on-site employees.
Has certified		That the establishment shall not serve meals.
Has certified		That the guest rooms shall not contain cooking facilities.
Has certified		That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental.
Has certified		That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site.
Has certified		That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
Has certified		That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints.
Has certified		That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
Has certified		That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
Has certified		That the address of the dwelling shall be prominently displayed and legible on the building.

Approval of the request should be contingent upon full compatibility with the requisite criteria for approval of a Conditional Use Permit for a Short-Term Rental. **All criteria in the above tables should be certified and the site must meet all criteria for the Conditional Use Permit to be approved.** If the criteria are not certified and the site does not meet all applicable criteria, then the Conditional Use Permit cannot be approved.

It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

The Planning Commission should consider a holdover of the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,

3. Revise the site plan to illustrate the required off-street parking spaces.

If the Planning Commission and City Council consider approving the request, the following Findings of Fact must be present. The application:

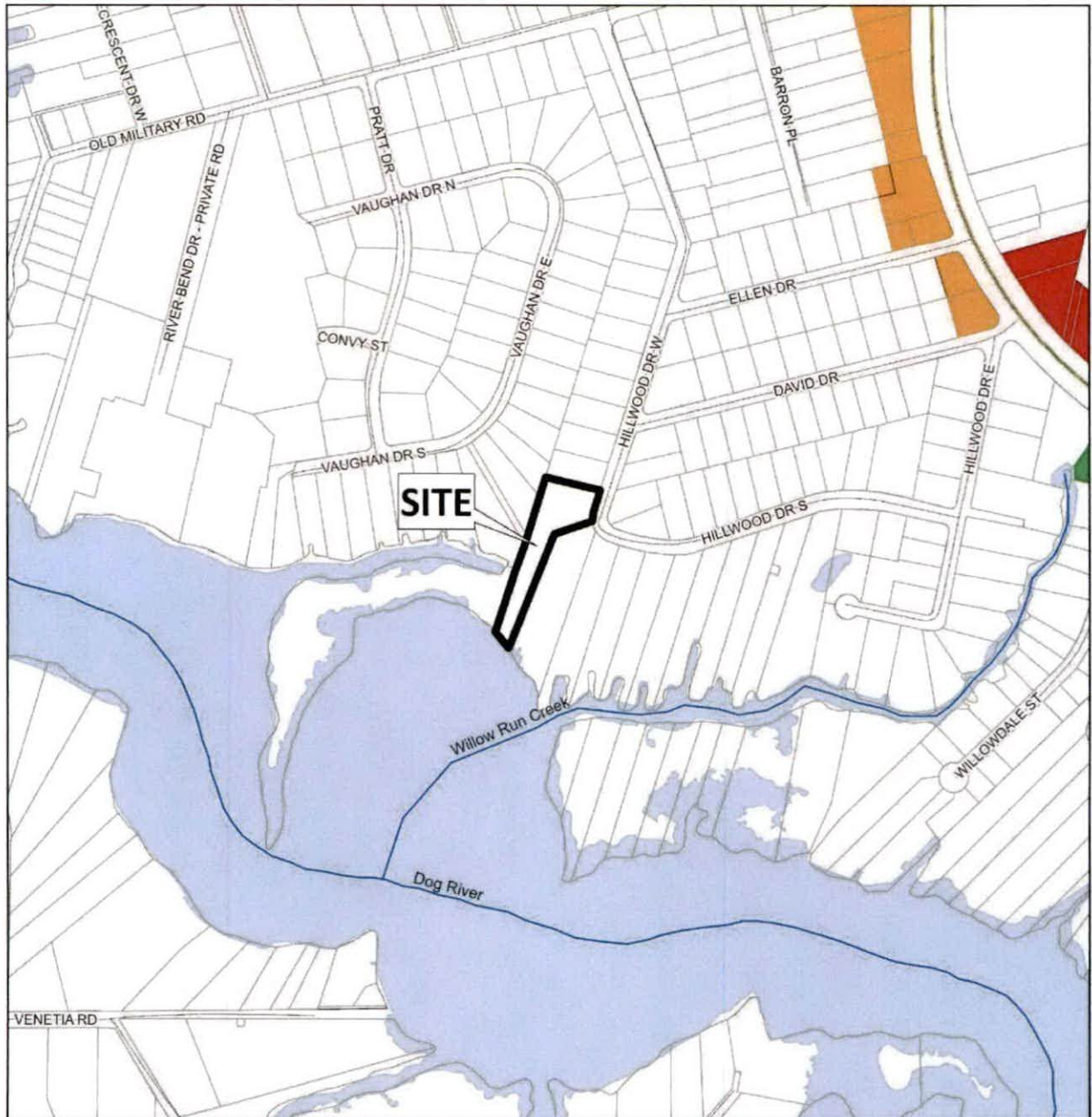
1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Planning Commission and City Council should determine if the site meets all requisite criteria for approval of a Short-Term Rental, as detailed in Article 5, Section 64-5-6.E.11.(g) of the UDC.

If the application is considered for approval, it should be subject to the following conditions:

1. Provision of a revised site plan depicting the location of any/all garbage cans or other waste refuse bins;
2. Provision of photographs proving that all waste (garbage) refuse containers are screened from view;
3. Revision of the site plan to illustrate the required off-street parking spaces;
4. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



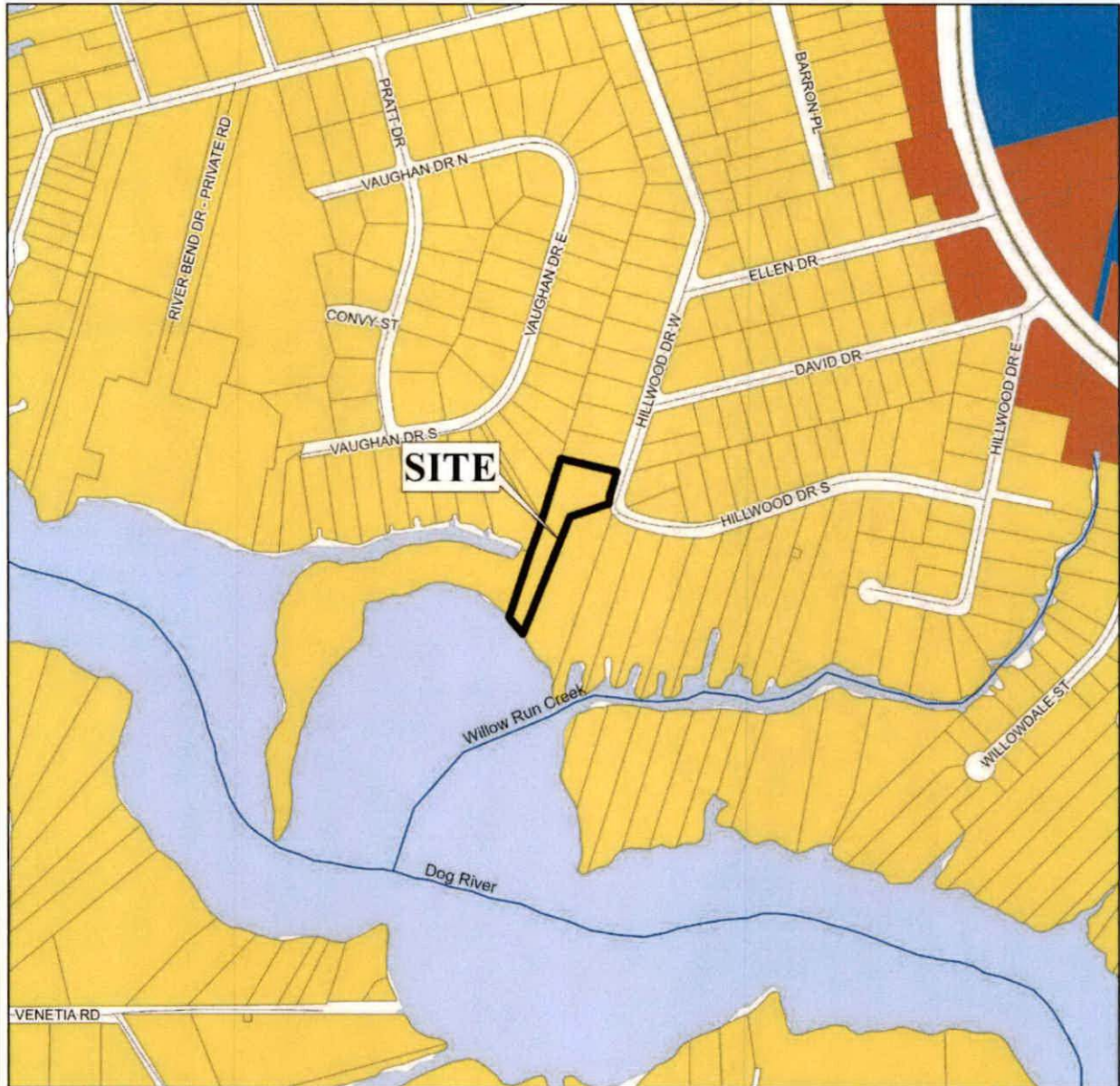
APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE August 21, 2025

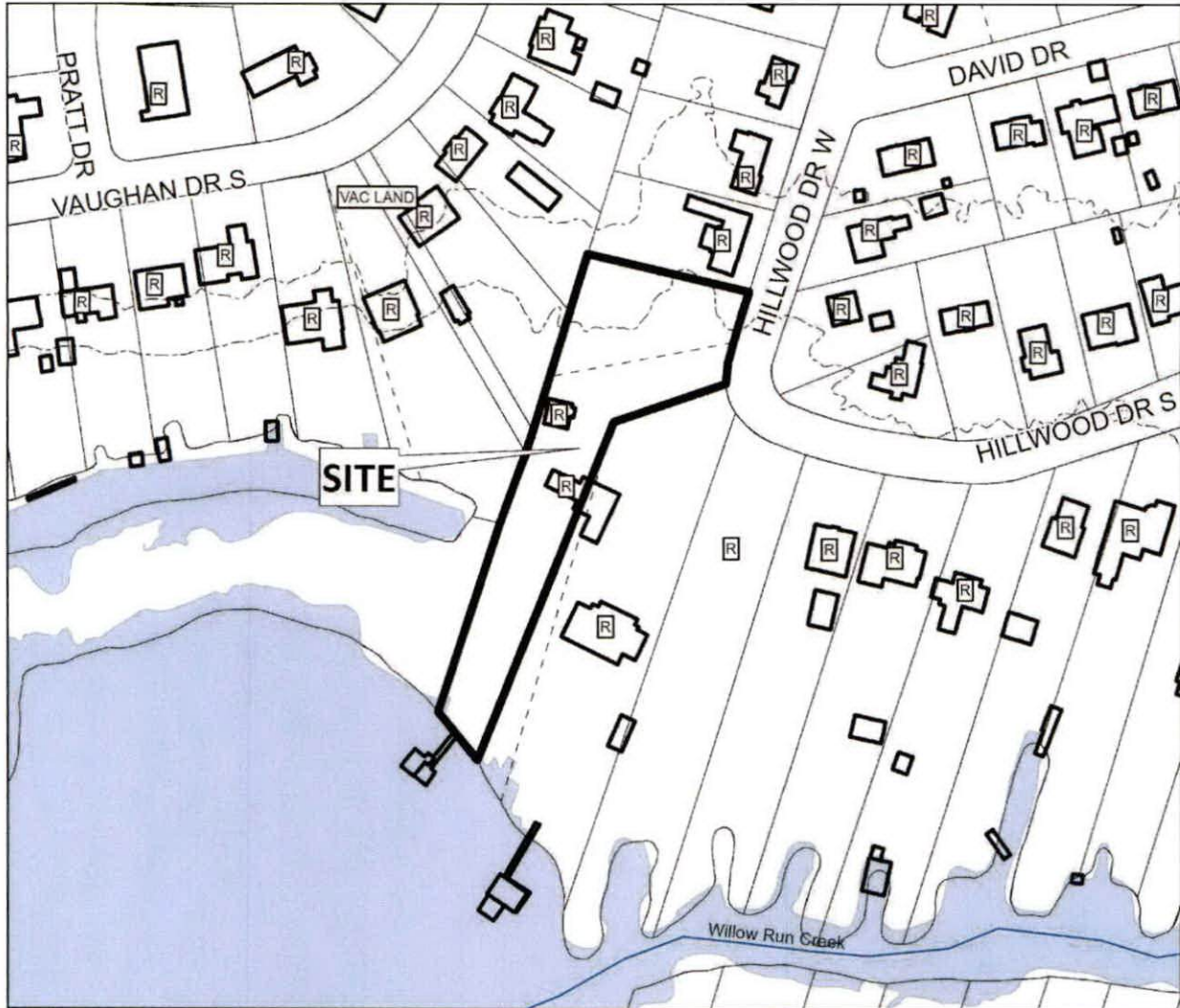
APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE August 21, 2025

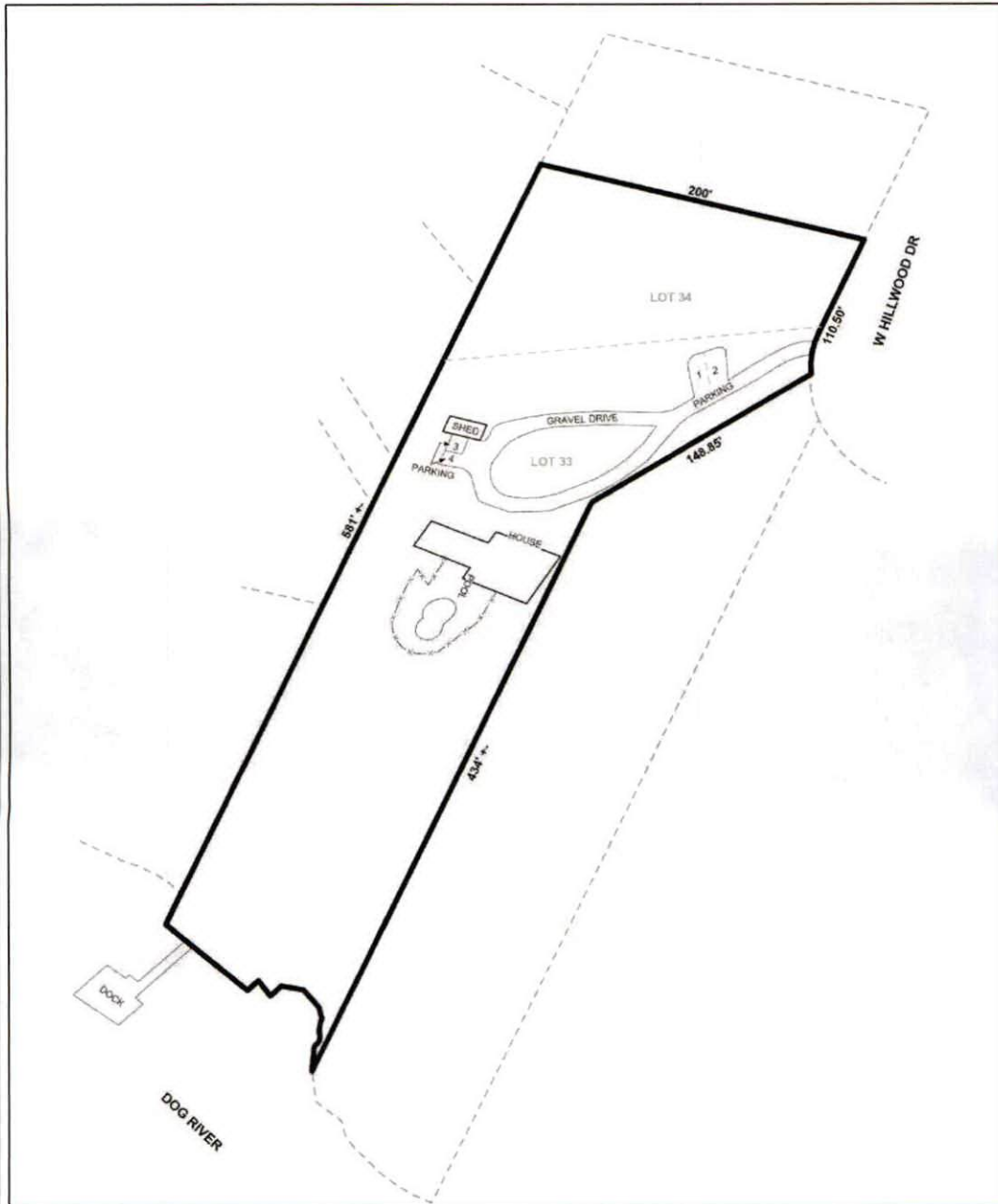
APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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



SITE PLAN



The site plan illustrates existing buildings, pool and dock.

APPLICATION NUMBER	1	DATE	August 21, 2025
APPLICANT	Ryan Kozlowski, R&P Investing, LLC		
REQUEST	Conditional Use Permit STR		



DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE August 21, 2025
APPLICANT Ryan Kozlowski, R&P Investing, LLC
REQUEST Conditional Use Permit STR



DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE August 21, 2025
APPLICANT Ryan Kozlowski, R&P Investing, LLC
REQUEST Conditional Use Permit STR



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

Zoning District Correspondence Matrix

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.



Agenda Item # 5

ZON-STR-003382-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2316 Hillwood Drive West

Applicant/Agent:

Ryan Kozlowski, R&P Investing, LLC

Property Owner:

R&P Investing, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Suburban District.

Commission Considerations:

1. Holdover to the August 21st meeting.

Report Contents:

	Page
Context Map	2
Review Criteria	3
Planning Comments	4
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER	5	DATE	July 17, 2025	 NTS
APPLICANT	Ryan Kozlowski, R&P Investing, LLC			
REQUEST	Conditional Use Permit STR			

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

General CUP Review Criteria (UDC Article 5, Section 6-E):

The City Council shall not approve an Application for Conditional Use Permit unless the following are satisfied:

1. **Code Compliance:**
 - a. Meets all **development standards** and **use regulations** under the UDC.
2. **Neighborhood Compatibility:**
 - a. Compatible with the **character** of the surrounding neighborhood.
3. **Development Impact:**
 - a. Does **not impede** orderly development/improvement of nearby residents.
4. **Health, Safety, Welfare:**
 - a. Does **not adversely affect** health, safety, or welfare of nearby residents.
 - b. Considerations:
 - i. Building type/height
 - ii. Landscaping/screening
 - iii. Lighting
 - iv. Hours of operation
 - v. Other mitigatable impacts
5. **Traffic & Access:**
 - a. Safe ingress/egress; no traffic hazards or congestion.
6. **Stormwater Impact:**
 - a. Minimizes impact on stormwater infrastructure.
7. **Utility Access:**
 - a. Adequate water and sanitary sewer service.
8. **Emissions/Disturbance:**
 - a. Not offensive due to emissions, noise, vibration, odor, etc.
9. **Public Welfare:**
 - a. Will **not endanger public health, safety, or general welfare**.
10. **Community Benefit:**
 - a. Serves a **need**, offers a **public benefit**, or fulfills a **public purpose**.
11. **Use-Specific Considerations:**
 - a. Short-Term-Rental-specific criteria (see below) must be met.
 - b. Reasonable conditions may be imposed by the Planning Commission or City Council.

Criteria Specific to Short-Term Rentals (STR):

1. **Employees:** No on-site employees allowed.
2. **Rooms:** Maximum of eight (8) guest rooms per STR.
3. **Meals:** No meal service permitted.
4. **Cooking Facilities:** Guest rooms must **not** have cooking facilities.
5. **Business License:** Valid license required; the license number must appear on all STR advertisements or listings.

6. **Residential Character:** Must **not** alter the residential nature or dwelling's character.
7. **Refuse Area:**
 - a. Must be **screened from view**.
 - b. Must be no closer than 20 feet from any property line.
 - c. Must be no closer than 100 feet from any dwelling on an adjacent lot.
8. **Parking:**
 - a. At least **two (2) off-street spaces for primary residents** (if applicable).
 - b. At least **one (1) space per guest room**.
 - c. Parking must not be in **required front/side yard setbacks** and must be **screened** from view of adjacent properties.
9. **Signage:** No "Vacancy," "Rent," etc. signs allowed.
10. **Local Contact:**
 - a. Name and phone number posted inside the STR.
 - b. Must respond to complaints **24 hours a day, seven (7) days a week** during rental periods.
11. **Safety Equipment:**
 - a. Operational smoke and carbon monoxide detectors.
 - b. One (1) 2.5-pound Class A-B-C fire extinguisher per floor.
 - c. Prominently displayed and legible 9-1-1 address on building exterior.
12. **Structures:** No rentals permitted in **accessory structures, outdoor spaces, or Recreational Vehicles**.

PLANNING COMMENTS

The applicant is requesting a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

In reviewing the request, staff has determined that the site **does/does not** meet the following site and design criteria of Article 5, Section 6-E. of the UDC:

The site does meet the criteria		That there are no more than eight (8) guest rooms.
The site does meet the criteria		That the operation will not alter the residential nature of the neighborhood.
The site does meet the criteria		That the operation does not alter the character of the dwelling as a residence.
	The site does not meet the criteria	That the refuse (garbage) area is screened from view.
	The site does not meet the criteria	That the refuse (garbage) area is no closer than 20 feet from any property line.
	The site does not meet the criteria	That the refuse (garbage) area is no closer than 100 feet from any other dwelling.
	The site does not meet the criteria	That the minimum number of parking spaces are provided.
The site does meet the criteria		That the operation does not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

The applicant **has/has not** certified the following in their application:

Has certified		That there shall be no on-site employees.
Has certified		That the establishment shall not serve meals.
Has certified		That the guest rooms shall not contain cooking facilities.
Has certified		That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental.
Has certified		That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site.
Has certified		That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
Has certified		That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints.
Has certified		That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
Has certified		That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
Has certified		That the address of the dwelling shall be prominently displayed and legible on the building.

Approval of the request should be contingent upon full compatibility with the requisite criteria for approval of a Conditional Use Permit for a Short-Term Rental. **All criteria in the above tables should be certified and the site must meet all criteria for the Conditional Use Permit to be approved.** If the criteria are not certified and the site does not meet all applicable criteria, then the Conditional Use Permit cannot be approved.

It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

The Planning Commission should consider a holdover of the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

If the Planning Commission and City Council consider approving the request, the following Findings of Fact must be present. The application:

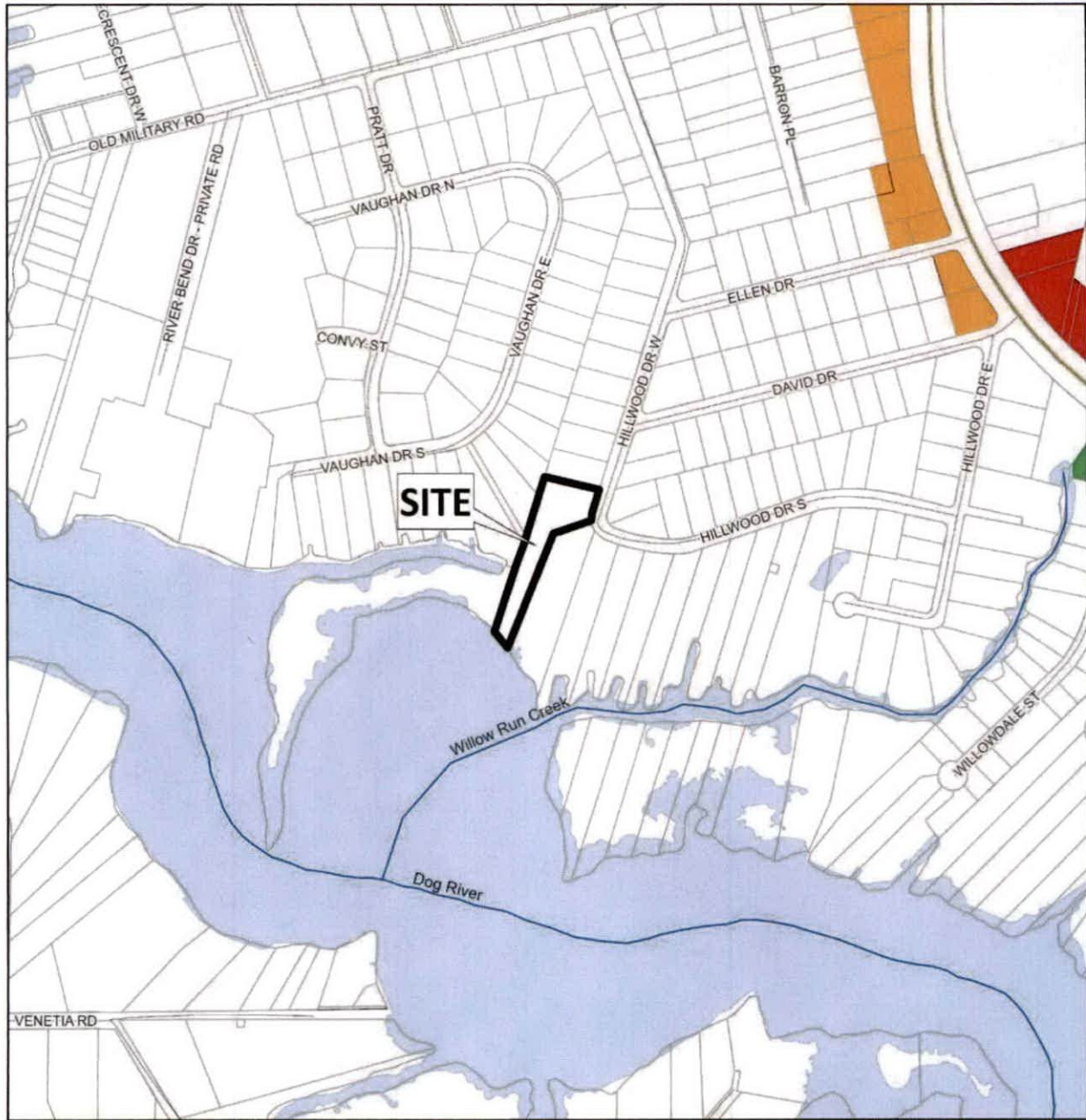
1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Planning Commission and City Council should determine if the site meets all requisite criteria for approval of a Short-Term Rental, as detailed in Article 5, Section 64-5-6.E.11.(g) of the UDC.

If the application is considered for approval, it should be subject to the following conditions:

1. Provision of a revised site plan depicting the location of any/all garbage cans or other waste refuse bins;
2. Provision of photographs proving that all waste (garbage) refuse containers are screened from view;
3. Revision of the site plan to illustrate the required off-street parking spaces;
4. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

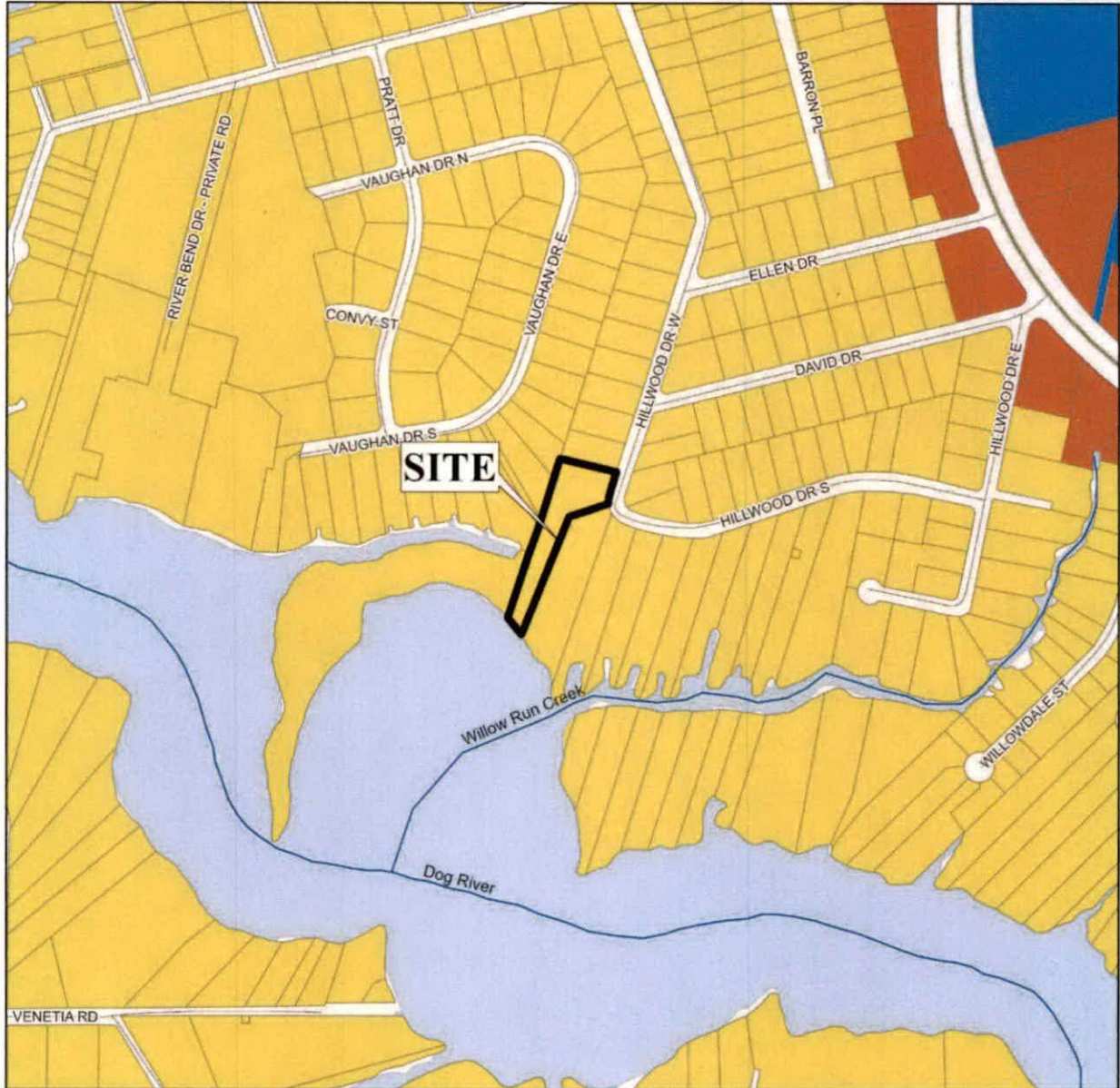
LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE July 17, 2025
APPLICANT Ryan Kozlowski, R&P Investing, LLC
REQUEST Conditional Use Permit STR



FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE July 17, 2025

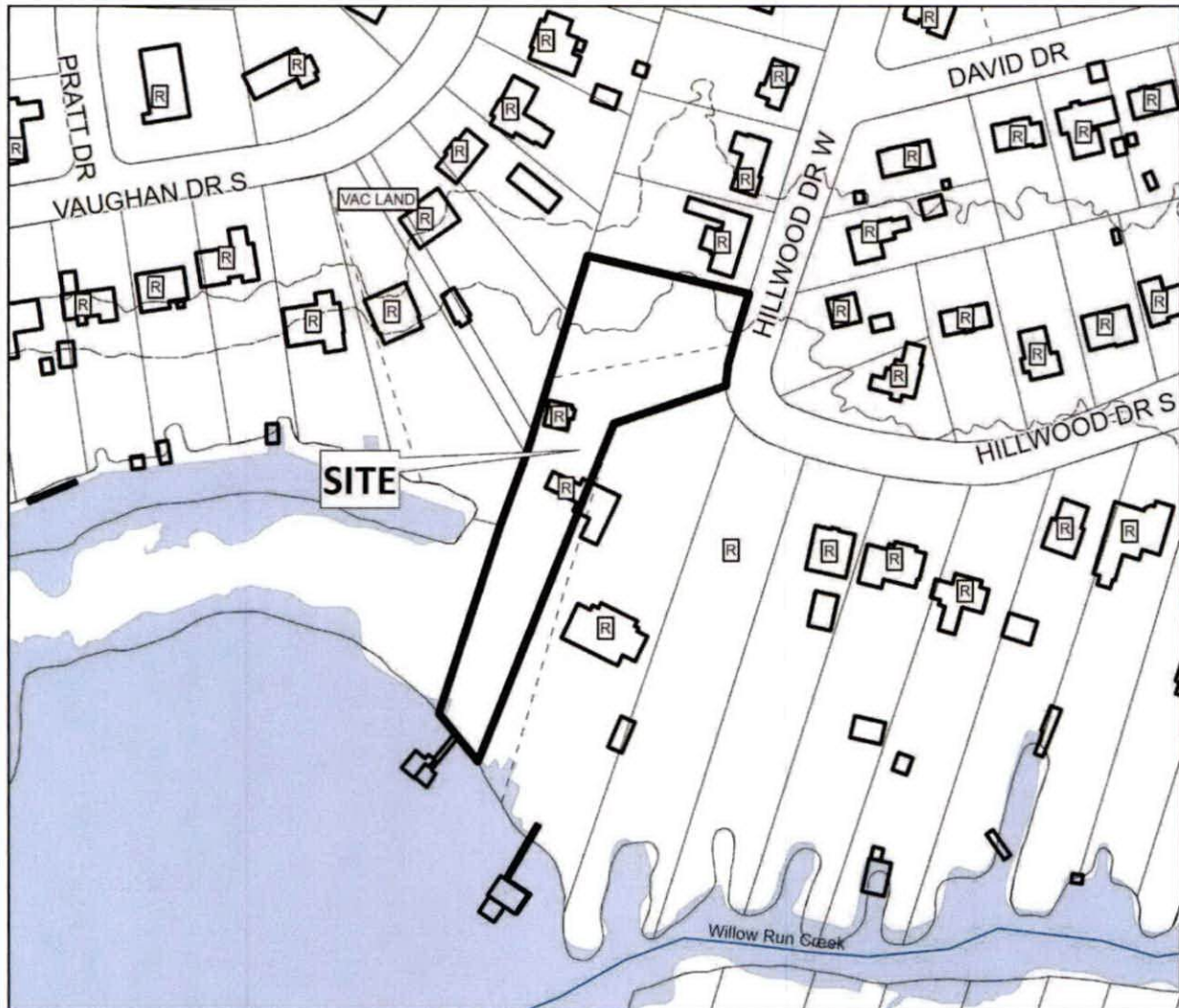
APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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



PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by residential units.

APPLICATION NUMBER 5 DATE July 17, 2025

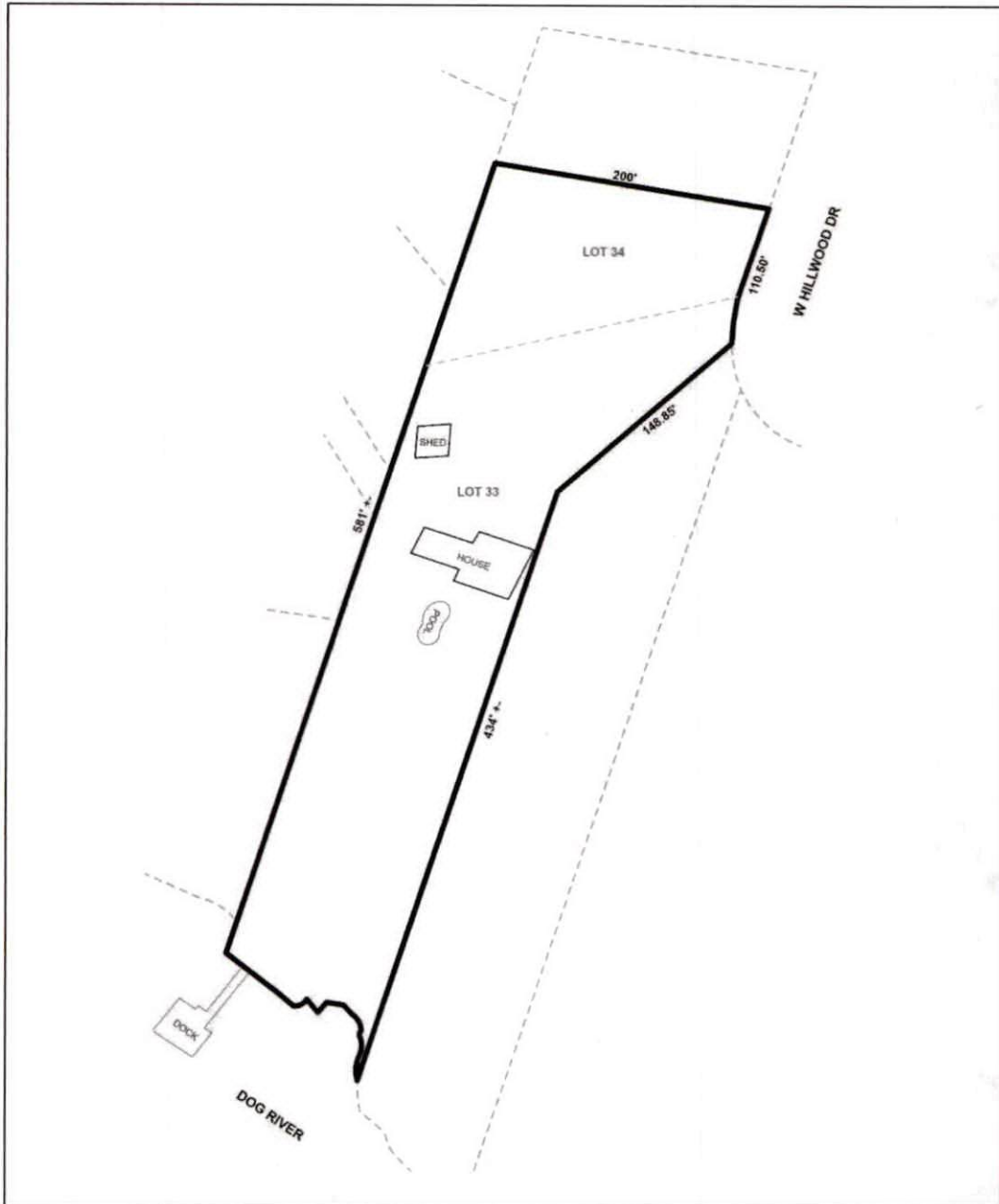
APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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



SITE PLAN



The site plan illustrates existing buildings, pool and dock.

APPLICATION NUMBER	5	DATE	July 17, 2025	 NTS
APPLICANT	Ryan Kozlowski, R&P Investing, LLC			
REQUEST	Conditional Use Permit STR			

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 550 Providence Park Drive East

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 16, 2025**, a public hearing will be held on the **21st day of October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 550 Providence Park Drive East to allow construction of a healthcare facility with multiple buildings on a single building site.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on April 21, 2022, amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site located at 550 Providence Park Drive East and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE NORTH 89° - 51' - 12" EAST 263.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° - 12' - 19" WEST ALONG THE WEST LINE OF LOT 2, PROVIDENCE PARK, UNIT SEVEN AS RECORDED IN MAP BOOK 108, PAGE 87 A DISTANCE OF 170.21 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 61° - 50' - 25" EAST 314.43 FEET TO A CORNER OF LOT 1, PROVIDENCE PARK, UNIT TWO AS RECORDED IN MAP BOOK 72, PAGE 49; THENCE NORTH 87° - 08' - 35" EAST 137.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTHEASTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 809.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 141.02 FEET (CHORD BEARS SOUTH 02° - 46' - 38" EAST 140.84 FEET) TO THE P.T. THEREOF; THENCE SOUTH 07° - 44' - 30" EAST 92.28 FEET TO THE P.C. OF A 577.47 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 19.14 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET (CHORD BEARS SOUTH 33° - 08' - 16" WEST 34.01 FEET) TO THE P.T. THEREOF;

THENCE SOUTH 76° - 00' - 11" WEST 116.14 FEET TO THE P.C. OF A 799.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 108.31 FEET; THENCE SOUTH 06° - 13' - 52" EAST 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION, RESUBDIVISION OF LOT 3A AS RECORDED IN INSTRUMENT NUMBER 2021063287; THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A 849.14 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 183.74 FEET (CHORD BEARS SOUTH 89° - 58' - 03" WEST 183.38 FEET) TO THE NORTHWEST CORNER OF LOT 4; THENCE CONTINUE WESTWARDLY ALONG AN 850.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 274.98 FEET (CHORD BEARS NORTH 74° - 40' - 00" WEST 273.79 FEET) TO THE P.T. THEREOF; THENCE NORTH 65° - 18' - 37" WEST 217.00 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE SOUTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on July 21, 2025, to allow construction of a healthcare facility with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

- 1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
- 2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
- 3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
- 4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
- 5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
- 7. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 24th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **550 Providence Park Drive East**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **April 21, 2022**. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development (PUD) **amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site**. If approved, the major modification will allow construction of a healthcare facility with multiple buildings on a single building site, subject to the following proposed conditions: 1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete; 2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements; 3. Revision of the site plan to provide the number of beds and number of proposed parking spaces; 4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate; 5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and, 7. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **April 21, 2022**, amending a **previously approved master plan**, to allow construction of a healthcare facility with multiple buildings on a single building site located at **550 Providence Park Drive East** and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE NORTH 89° - 51' - 12" EAST 263.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° - 12' - 19" WEST ALONG THE WEST LINE OF LOT 2, PROVIDENCE PARK, UNIT SEVEN AS RECORDED IN MAP BOOK 108, PAGE 87 A DISTANCE OF 170.21 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 61° - 50' - 25" EAST 314.43 FEET TO A CORNER OF LOT 1, PROVIDENCE PARK, UNIT TWO AS RECORDED IN MAP BOOK 72, PAGE 49; THENCE NORTH 87° - 08' - 35" EAST 137.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTHEASTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 809.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 141.02 FEET (CHORD BEARS SOUTH 02° - 46' - 38" EAST 140.84 FEET) TO THE P.T. THEREOF; THENCE SOUTH 07° - 44' - 30" EAST 92.28 FEET TO THE P.C. OF A 577.47 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 19.14 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET (CHORD BEARS SOUTH 33° - 08' - 16" WEST 34.01 FEET) TO THE P.T. THEREOF; THENCE SOUTH 76° - 00' - 11" WEST 116.14 FEET TO THE P.C. OF A 799.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 108.31 FEET; THENCE SOUTH 06° - 13' - 52" EAST 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION, RESUBDIVISION OF LOT 3A AS RECORDED IN INSTRUMENT NUMBER 2021063287; THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A 849.14 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 183.74 FEET (CHORD BEARS SOUTH 89° - 58' - 03" WEST 183.38 FEET) TO THE NORTHWEST CORNER OF LOT 4; THENCE CONTINUE WESTWARDLY ALONG AN 850.00 FOOT RADIUS CURVE TO THE

RIGHT AN ARC DISTANCE OF 274.98 FEET (CHORD BEARS NORTH 74° - 40' - 00" WEST 273.79 FEET) TO THE P.T. THEREOF; THENCE NORTH 65° - 18' - 37" WEST 217.00 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE SOUTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on **July 21, 2025, to allow construction of a healthcare facility with multiple buildings on a single building site.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

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

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

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

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
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6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre
Engineering, LLC, Agent)
550 Providence Park Drive East
Council District 6
Josh Woods**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 10, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site, for the property located at **550 Providence Park Drive East**.

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

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Clarence Ball
1 Southern Way
Mobile, Alabama 36619

Re: 550 Providence Park Drive East
MOD-003425-2025
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$651.32**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

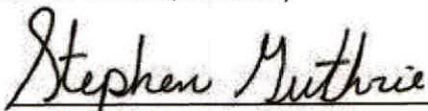
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 550 Providence Park Drive East
MOD-003425-2025
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

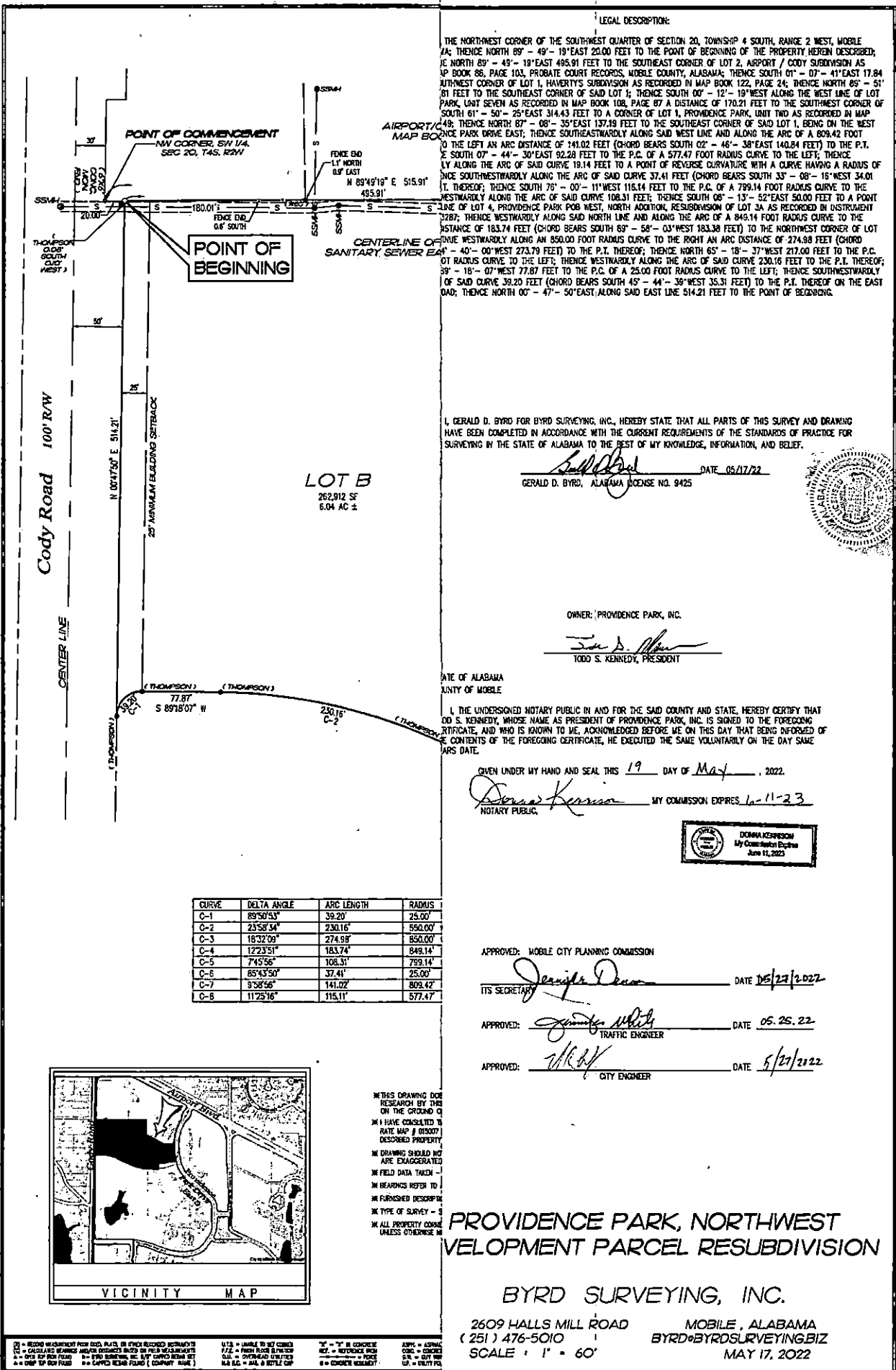
If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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





Application Completeness Review

The Planning & Zoning staff have reviewed the below referenced submittal (Case #) and required items are not included with the application.

Please note, an incomplete application (which includes payment of required fees) cannot be processed and consequently cannot be placed on a Planning Commission or Board of Adjustment agenda.

Any shot clock associated with an application for a Class 1-4 Telecommunications Permit does not commence until a complete application is filed.

In order for an application to be complete, the items below must be submitted, and all fees paid.

Applicant Name:	Clarence Ball, Ball Healthcare
Case #	MOD-003425-2025
Application Address	550 Providence Park Dr. E.
Deficiencies	- Mailing labels. Please provide labels with the addresses of all property owners whose properties are within 300 feet of the subject site. - Site plan. Please provide a digital copy of the proposed site plan as well as the AutoCAD (.dwg) file to planning@cityofmobile.org. - Owner authorization. A corporate letter of authorization signed by Clarence Ball was submitted; however, we are unable to verify Mr. Ball's affiliation with Parkway Property Holdings, LLC. Please provide one of the following to satisfy this requirement: 1) A revised authorization letter issued by Parkway Property Holdings, LLC explicitly authorizing Mr. Ball to act on their behalf; or 2) Documentation confirming that Mr. Ball is an officer or authorized agent of Parkway Property Holdings, LLC. - Legal description. A complete legal description of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Reviewed By: Logan Anderson 

Date: 07/21/2025



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare	Kadre Engineering, LLC
Phone:	[REDACTED]	[REDACTED]
Email:	[REDACTED]	[REDACTED]
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

PLANNING AND ZONING
21 JUL 2025 AM9:10

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Clarence Ball	David Dichiaro
Firm:	Ball Healthcare / Parkway Property Holdings	Kadre Engineering, LLC
Phone:		
Email:		
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 550 Providence Park Drive E, Mobile, AL 36695 14 Acres

Property Address
 02759811, 12800142, 12800145

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 B - 3; Previously approved as PUD

Same

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Clarence Ball

7/18/2025

Owner Signature

Date

David Dichiaro

7/18/2025

Applicant or Agent Signature (if applicable)

Date

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

David Dichiaro

7/18/2025

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

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

The project proposes the same uses as previously approved in the PUD, provides similar uses as exist on adjacent properties.

Institutional

Future Land Use Map (FLUM) Designation

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

Neighboring uses also include healthcare uses such as hospitals, specialized medical practices, lodging and other very similar uses. The site and aesthetics of the proposed structure is pleasing and meets and/or exceeds current ordinances and adjacent neighboring sites.

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

The project will provide a needed resource to the City and its residences. Additional healthcare facilities will help promote and improve adjacent properties by providing a high quality project of similar use thus improving property values and business growth.

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

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

☒ Yes ☐ No

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21 JUL 2025 AM 9:10

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Revised March 2025

6. Please provide the following information:

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

The project will include two building structures, a ninety-eight bed skilled nursing facility (approximately 67,900 square feet) and a Maintenance Building (approximately 1,800 square feet).

Both building will be Type VA Construction, finished in masonry, fiber cement board, asphalt shingles and metal roofs. The structures are less than forty four feet in height.

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

A landscape architect has full designed landscaping for the site in accordance with the City's ordinance which has been provided as part of site's required city permitting documents.

- ☒ Lighting:

Lighting for the project is designed to meet all applicable codes adopted by the City of Mobile. This includes exterior (site) and interior lighting. Site lighting consists of lighting the parking areas, access streets and means of egress from the building structures. Photometric site plan will be submitted to the Planning & Zoning Department as requested in the initial review.

- ☒ Hours of operation:

Visitor hours will be from 8am to 5pm. The facility will be staffed 24 hours a day, seven days a week, as required to provide the level of care necessary for patients.

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

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

The project has been designed to follow all required building codes, city ordinances and state regulations as they apply to this project. This ensures a project that meets or exceeds requirements and is quality project that is not detrimental to public health.

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

With the City's growth, careful attention needs to be placed to ensure project such are provided to Mobile's citizens. Once completed this project will provide a state of the art skilled nursing facility that will enhance the quality of life of those it serves. It is in the best public interest that this project be completed so that citizens have the option available to them to receive the healthcare they require locally.

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Revised March 2025



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

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

	Applicant	Agent (If Applicable)
Name:	Clarence Ball	David Dichiaro
Firm:	Ball Healthcare	Kadre Engineering, LLC
Phone:	251-433-9801	205-777-9064
Email:	cmball@ballhealth.com	ddichiaro@kadre-eng.com
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

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	Owner	Design Professional
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Property Address
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Clarence Ball

Owner Signature

7/18/2025

Date

David Dichiaro

Applicant or Agent Signature (if applicable)

7/18/2025

Date

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David Dichiaro

Applicant or Agent Signature

7/18/2025

Date

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☒ Yes ☐ No

PLANNING AND ZONING
21 JUL 2025 AM 9:10

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Revised March 2025

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- ☒ Lighting:

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- ☒ Hours of operation:

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

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

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Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised March 2025

Re: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 7/21/2025 11:12 AM

To David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>

Cc Chloe.Franklin@1lemoine.com <chloe.franklin@1lemoine.com>

 1 attachment (67 KB)

Invoice - Providence Park Rehabilitation & Healthcare (MOD-003425-2025).pdf;

Good morning,

We have completed our review of the above-referenced Major Modification application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on July 21, 2025**, the application will be scheduled for the **August 21, 2025**, Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

Billing contacts associated with the request with Customer Self-Service Portal (CSS) accounts are: Clarence Ball (cmball@ballhealth.com) and David Dichiara (ddichiara@kadr-eng.com). Said contacts may log into their CSS account and pay the associated fees by opening the Major Modification case number listed in the subject line of this email.

If you do not have access to the case or do not have a registered CSS account, you may pay the fees via telephone by calling **(251) 208-7904**; or a business/cashier's check made payable to "City of Mobile" may be delivered to the Planning and Zoning Department at 205 Government Street, 3rd Floor, South Tower, Mobile, AL 36633.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any

other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Monday, July 21, 2025 10:00 AM

To: David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>

Subject: Re: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

All,

I failed to mention that we'll need one additional item for your application to be considered complete:

A complete legal description of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

This will not hold-up your current application, but, as mentioned, it will need to be provided before the application can be forwarded to City Council. Please provide this information in a Microsoft Word document to planning@cityofmobile.org.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Monday, July 21, 2025 9:45 AM

To: David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>

Subject: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

Good morning,

Staff has reviewed the above referenced Major Modification application submitted to our office and have determined it is **incomplete**. Please see the attached **Application Completeness Review** form for additional information.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

For your convenience I have provided the list of addresses that are required to be notified of the public hearing.

If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

If you have any questions or need further clarification, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

I, Clarence M. Ball, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at Providence Park Drive, Mobile, AL 36685.

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

David Dichlars
Designee (1)

Email

Phone Number

Signature of Property Owner

Wes Fulmer
Designee (2)

Email

Phone Number

Date

PLANNING AND ZONING
21 JUL 2025 AM9:11

Build Mobile, PO Box 1827, Mobile, Alabama 36688
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile • Planning & Zoning
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David Dichlara
Designee (1)

ddichlara@kadre-eng.com
Email

205-777-9064
Phone Number

Clarence Ball Jr.
Signature of Property Owner

Wes Fulmer
Designee (2)

Email

Phone Number

6-12-25
Date

PLANNING AND ZONING
21 JUL 2025 AM9:11

Build Mobile, PO Box 1827, Mobile, Alabama 36683
For more information: www.BuildMobile.org | planning@cityofmobile.org (251.208.5895)
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Revised February 2022



Agenda Item # 7

MOD-003425-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

550 Providence Park Drive East

Applicant / Agent:

Providence Park Rehabilitation & Healthcare (David
Dichiara, Kadre Engineering, LLC, Agent)

Property Owner:

Parkway Property Holdings, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with seven (7) conditions.

Report Contents:

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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units to the west, and commercial units to the east.

APPLICATION NUMBER	7	DATE	August 8, 2025
APPLICANT	Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)		
REQUEST	PUD Modification		



NTS

SITE HISTORY

The site came before the Planning Commission at its April 21, 2022 meeting as part of a Subdivision and a Planned Unit Development (PUD) to allow the creation of two (2) new lots with access to private streets.

The site has not been before the Board of Zoning Adjustment previously.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. C2.0) as the PUD Site Plan.
2. Show and label the proposed sidewalk along Cody Rd. and Providence Park Dr. E.
3. Label the existing public roadways.
4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
 - a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
 - e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
 - f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The site has been before the Planning Commission previously as part of a Planned Unit Development (PUD) in 2022. At that time, no development was depicted for the subject site. As the applicant is now ready to move forward with the development of the subject site, a Major Modification is required to amend the previously approved plans.

Detailed descriptions of the request are available via the links on page 1 of this report.

The applicant is proposing to build a new rehabilitation center with associated parking and a maintenance building on Lot A of the Providence Park, Northwest Development Parcel Resubdivision, with access to Cody Road depicted through Lot B of the same Subdivision.

It should be noted that the proposed access to Cody Road is depicted as being surfaced with gravel. The UDC requires all access and maneuvering areas to be paved with either asphalt or concrete. If approved, the site plan should be revised to depict compliance with paving requirements.

Because this is the first commercial development of the property, it will be required to fully comply with tree planting and landscape area requirements.

The application does not state how many patient beds the facility will have. The UDC requires medical facilities with overnight patients to have one (1) parking space per bed. If approved, the site plan should be revised in order to provide both the number of beds and the number of parking spaces. Any parking provided over the minimum required number, must be paved with an Alternative Paving Surface.

It should be noted that future development or redevelopment of either lot may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

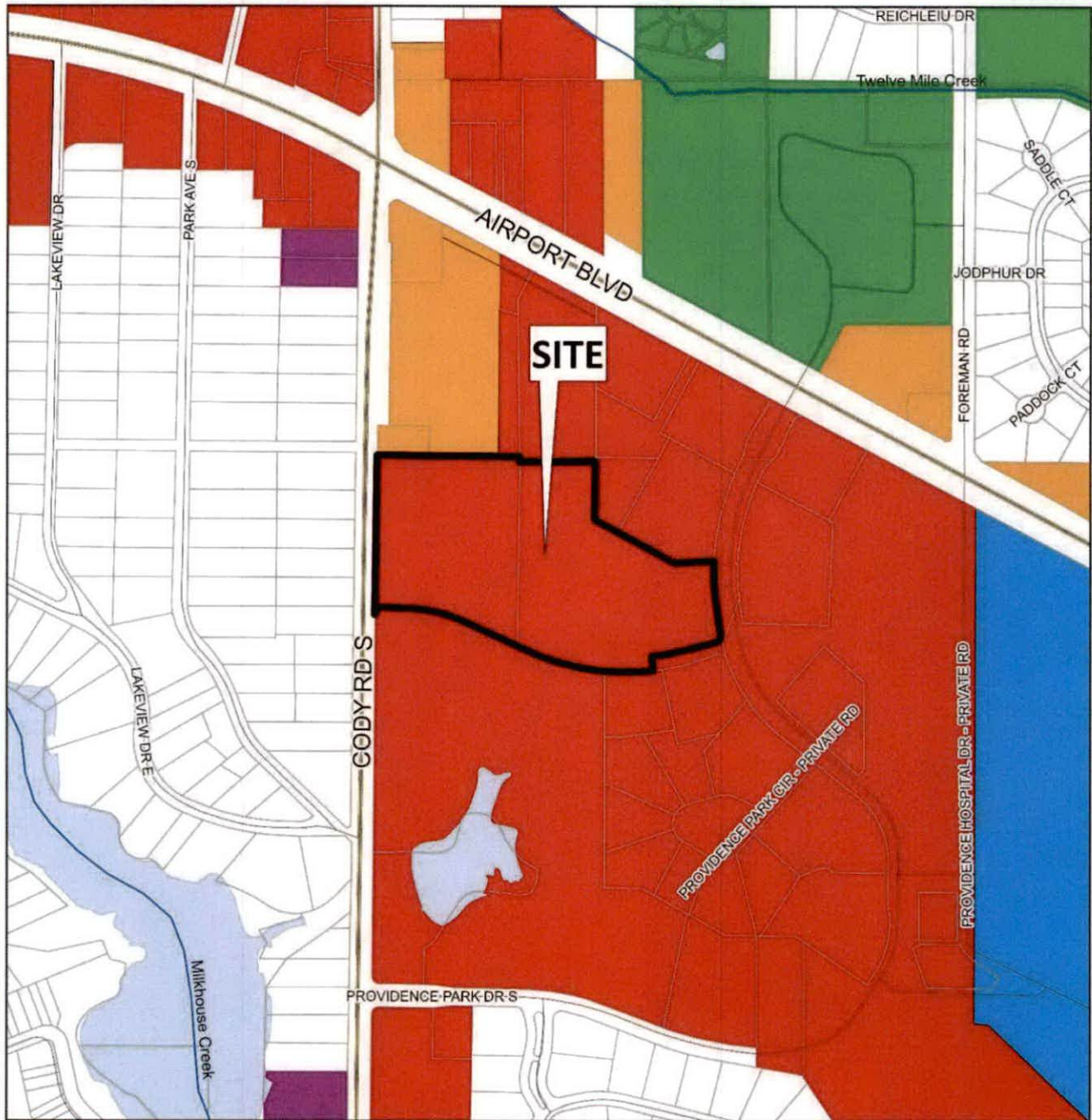
- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;

- d. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - 2. Includes adequate public facilities and utilities;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

- 1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
- 2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
- 3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
- 4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
- 5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
- 7. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



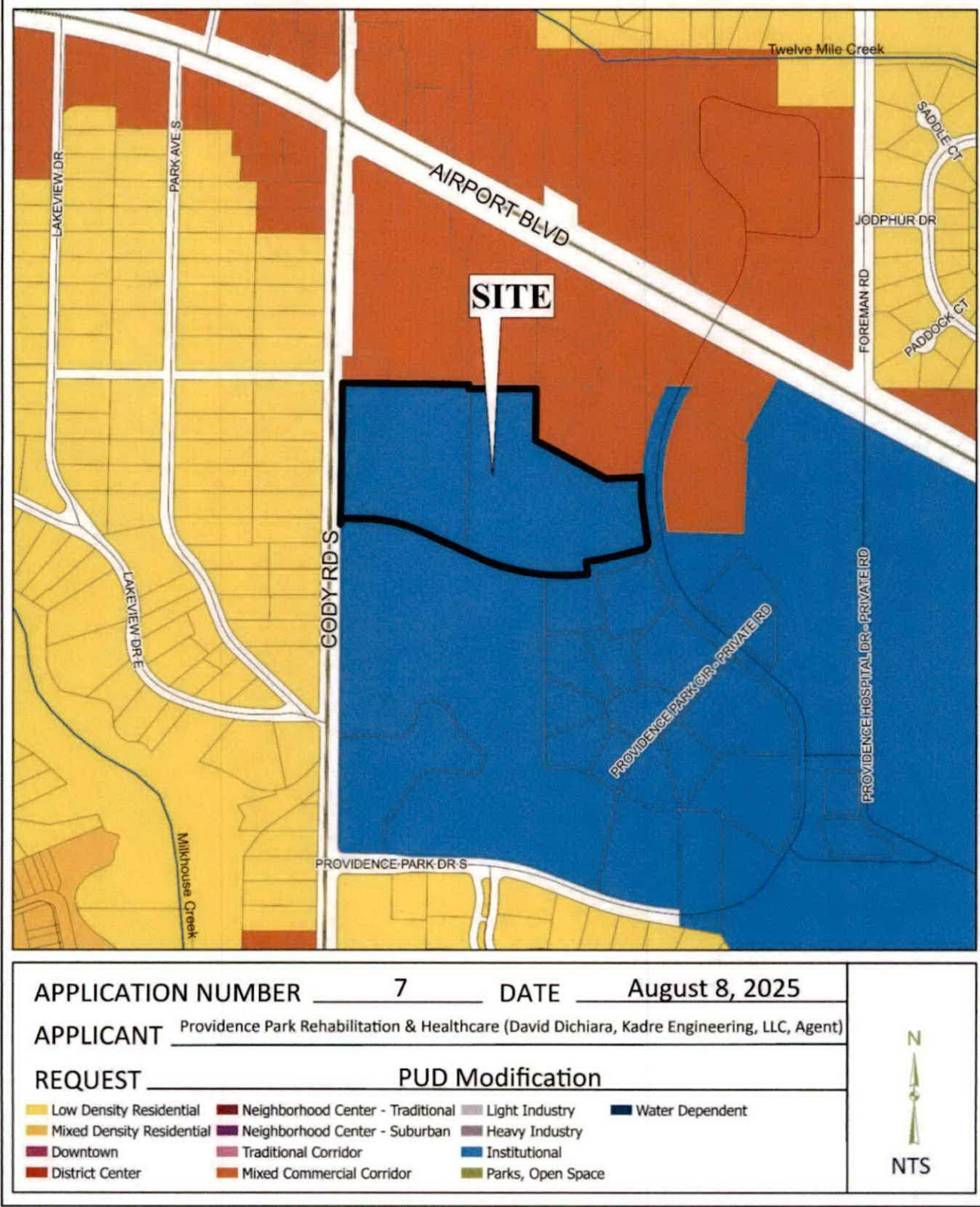
APPLICATION NUMBER 7 DATE August 8, 2025

APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

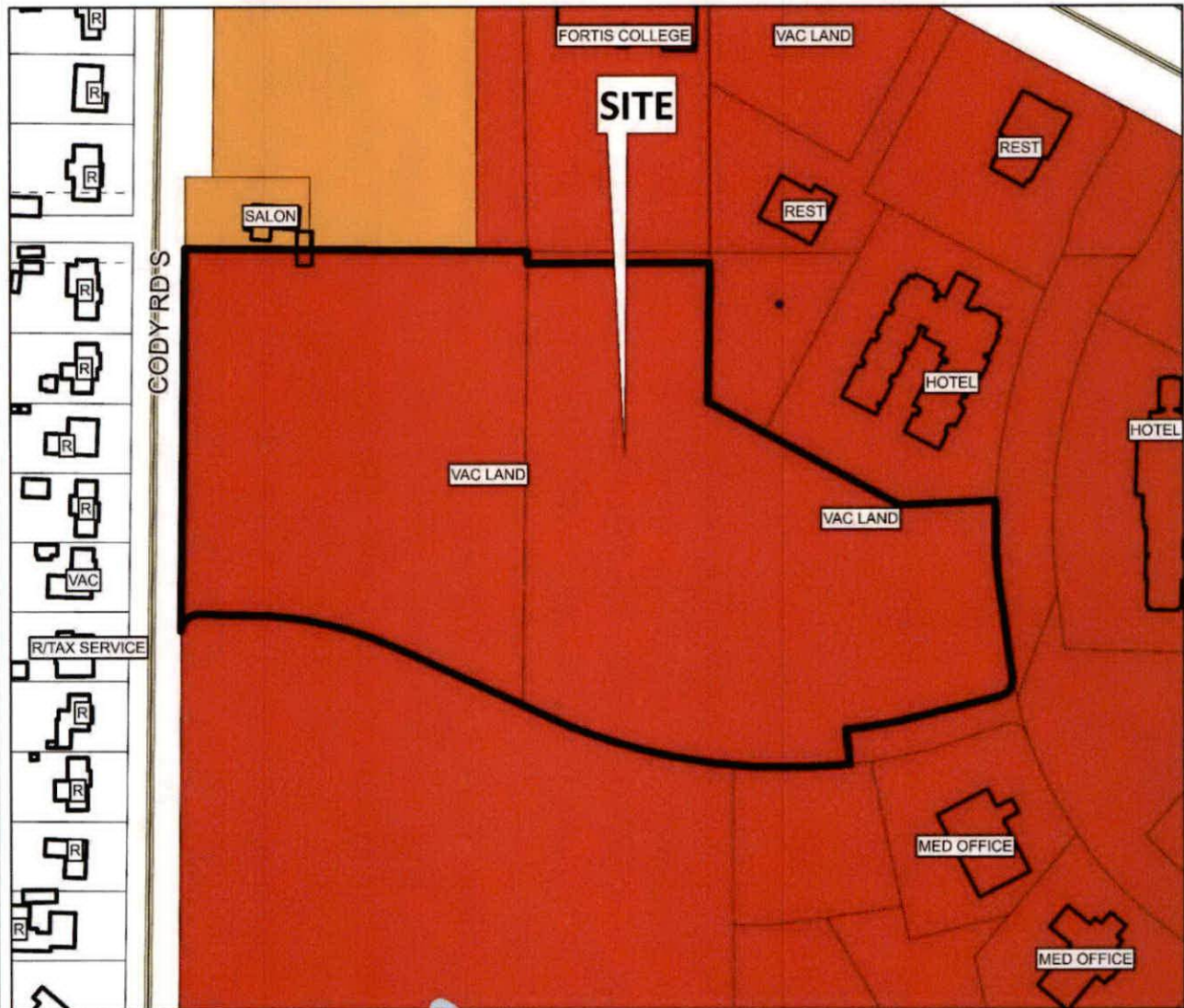
REQUEST PUD Modification



FLUM LOCATOR MAP



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the west, and commercial units to the east.

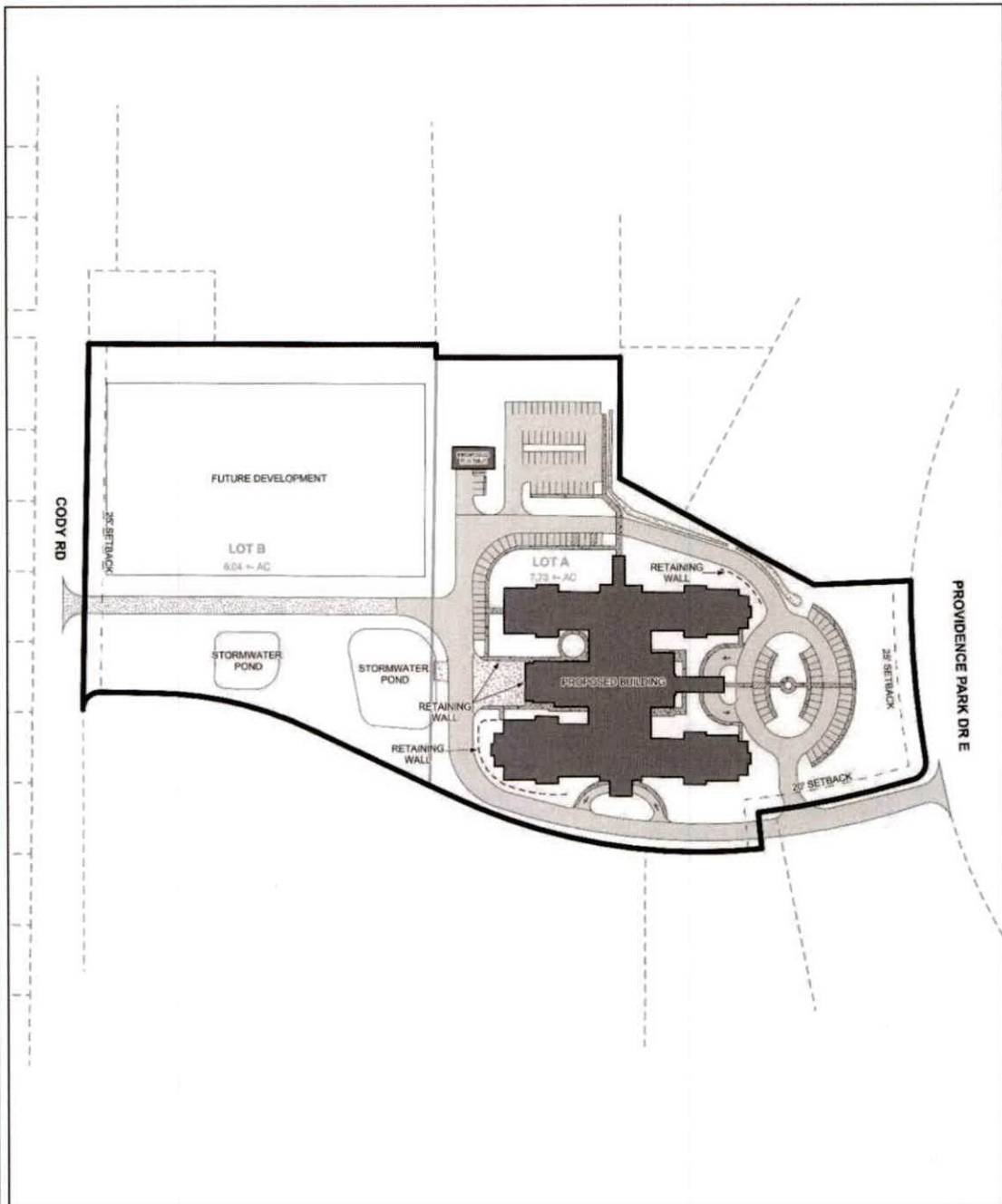
APPLICATION NUMBER 7 DATE August 8, 2025
 APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
 REQUEST PUD Modification

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



NTS

SITE PLAN



The site plan illustrates proposed buildings, drives and setbacks.

APPLICATION NUMBER	7	DATE	August 8, 2025	 NTS
APPLICANT	Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)			
REQUEST	PUD Modification			

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

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.