



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Wednesday, September 24, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Father Dan Good, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

September 2, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Caroline Huff for a waiver of the Noise Ordinance at The Bragg-Mitchell Mansion on October 4, 2025, from 6:30 p.m. - 10:30 p.m. (District 1).

Request of Kimberly Knight for a waiver of the Noise Ordinance at the blocks of Conti, Conception, and Dauphin Streets on October 5, 2025, from 12:00 p.m. - 5:00 p.m. (District 2).

Request of Edwin Stuardi for a waiver of the Noise Ordinance at 652 St. Louis Street on November 21, 2025, from 6:30 p.m. - 10:30 p.m. (District 2).

Request of Shane Prickett for a waiver of the Noise Ordinance at 2301 Airport Boulevard on November 24, 2025, from 5:30 p.m - 10:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 303 S. Dearborn Street; \$3,600.00 (District 2).

Public hearing to fix costs for demolition of the structure at 2150 O'Donnell Street; \$3,600.00 (District 2).

Public hearing to fix costs for demolition of the structure at 3211 Valley Road; \$1,500.00 (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Janice Lilly - express her gratitude to the City of Mobile on the occasion of her retirement.

Antonio Maiben - concerns about transit workers' pension plan and possible termination.

Beverly Martin Cooper - address the upcoming change in City governance and how the City runs elections.

Reggie Hill - citizen involvement at regular Council meetings, amendments to Council rules, investigation into tax payer's resources, equal execution of laws, public safety, and performance contracts.

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).

13. CIP RESOLUTIONS HELD OVER

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.).

14. CONSENT RESOLUTIONS HELD OVER

40-974 Declare the structure at 2666 Josephine Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-975 Declare the structure at 616 Petit Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

15. RESOLUTIONS HELD OVER

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.).

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).

16. CONSENT RESOLUTIONS BEING INTRODUCED

40-1208 Fix costs for demolition of the structure at 303 S. Dearborn Street (sponsored by Councilmember Carroll).

40-1209 Fix costs for demolition of the structure at 2150 O'Donnell Street (sponsored by Councilmember Carroll).

40-1210 Fix costs for demolition of the structure at 3211 Valley Road (sponsored by Councilmember Carroll).

46-1211 Honorarily re-name Diamond to "Honorary Mother Bessie Mae Grayson Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

58-1229 Declare weeds noxious, Group 1670.

37-1230 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to El Jefe House of Cigars; 1621 Virginia Street (sponsored by Councilmember Carroll).

17. RESOLUTIONS BEING INTRODUCED

21-1212 Authorize contract with Kimley-Horn and Associates, Inc. for design of signalized intersection improvements city-wide; \$65,516.37 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-1213 Authorize contract with Kimley-Horn and Associates, Inc. for design of signalized intersection improvements on Old Shell Road; \$62,703.42 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

08-1214 Award item-based bid for medical oxygen for MFRD (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1215 Approve purchase order to Cummins Mid-South, LLC for fuel pump and engine gaskets for fire pumper truck; \$25,795.05 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1216 Approve purchase order to Environmental Systems Research Institute, Inc. for annual renewal of software and support services for geographic information system; \$78,295.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1217 Approve purchase order to Hardy Chevrolet Buick GMC for 40 Chevrolet Tahoe SUVs for MPD; \$2,047,470.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1218 Approve purchase order to Hardy Chevrolet Buick GMC for 56 Chevrolet Tahoe SUVs for MPD; \$2,866,458.56 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1219 Approve purchase order to Hardy Chevrolet Buick GMC for 4 Chevrolet Tahoe SUVs for MPD; \$204,747.04 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1220 Approve purchase order to Traliant Holdings, Inc. for 1-year subscription for employee standards of conduct training and support; \$25,520.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1221 Approve purchase order to Truck Equipment Sales, Inc. for 2 Ford pickup trucks for Public Services Dept.; \$109,246.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1222 Approve purchase order to Truck Equipment Sales, Inc. for Ford pickup truck with dump body for Public Services Dept.; \$98,659.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1223 Approve purchase order to Sansom Equipment Co., Inc. for dump trailer for Public Services Dept.; \$63,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1224 Transfer funds from General Fund to Capital Improvements Fund (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

21-1225 Authorize contract with Osprey Initiative, LLC for city-wide school litter education program; \$50,000.00 (sponsored by Mayor Stimpson) (submitted by Rob Lasky, Public Safety, and Lance Slater, Resilience and Sustainability).

21-1226 Authorize contract with Anderson Dulaney for racket stringer services for Parks & Recreation Dept. (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1227 Authorize contract with McCarron Services for parking shuttle services for the Cruise Terminal; NTE \$100,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-1231 Authorize Memorandum of Understanding with Port City Transit, LLC for services to operate the City's transit system (sponsored by Mayor Stimpson).

18. CALL FOR PUBLIC HEARINGS

41-1228 Call for public hearing to revoke the business license at 1608 St. Stephens Road (scheduled for October 14, 2025).

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: Caroline Huff

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-402-1799

Organization (if applicable) n/a

Mailing Address of Applicant 9227 Marchand Avenue Daphne Avenue 36526

Telephone No. n/a E-mail address huffcarolines@gmail.com

Location or address of event where amplification will be used:

The Bragg Mitchell - 1906 Springhill Avenue, Mobile, AL 36607

Date of Event: 10/4/25 Starting Time: 6:30 PM Ending Time 10:30 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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



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Name of Applicant: Kimberly Knight

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.725.0197 Cell Number: 251.533.0852

Organization (if applicable) Great Day Latte

Mailing Address of Applicant 10 S. Conception St. Mobile, AL 36602

Telephone No. 251.533.0852 E-mail address itsagreatday@greatdaylatte.com

Location or address of event where amplification will be used:

Block of 10 S. Conception St. blocking points at Conception St. & Conti St and Conception St. & Dauphin St.

Date of Event: 10/5/25 Starting Time: 12:00 PM Ending Time 5:00 PM

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

Type of Event: Anniversary (1 year being in business) Block Party

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

Music containing obscene language or profanity is prohibited

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

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

Name of Applicant: Edwin Stuardi

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-379-9952

Organization (if applicable) Studio08 Event Planning

Mailing Address of Applicant 3671 Hayfield Place #H Mobile, AL 36608

Telephone No. 251-379-9952 E-mail address winstuardi@gmail.com

Location or address of event where amplification will be used:

Crown on St. Louis - 652 St. Louis Street, Mobile, AL 36602

Date of Event: 11/21/25 Starting Time: 6:30 pm Ending Time 10:30 PM

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

Type of Event: Rehearsal Dinner and Welcome Party

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

Music containing obscene language or profanity is prohibited

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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: Shane Prickett

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2518020168

Organization (if applicable) _____

Mailing Address of Applicant 2854 Longleaf Dr, Mobile AL 36693

Telephone No. 2518020168 E-mail address Slowdegrade@gmail.com

Location or address of event where amplification will be used:

Mobile Slate Plaza

Date of Event: 11/24/25 Starting Time: 5:30 PM Ending Time 10:00 pm

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

Type of Event: Live music event

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

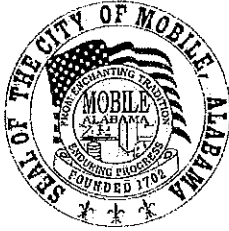
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ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Janice Lilly Date: 9/18/25
Address: 5408 Racine Av
Phone: 251/599-3536 Email: Janicelilly2@gmail.com
Date to Address City Council: 9/24/25

Subject and/or specific questions (must complete):

Words of expressions to the City on the
occasion of my retirement

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

Signature: Janice Lilly

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, September 18, 2025 11:07:52 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, September 18, 2025 10:53 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Antonie M Maiben
Date To Address Council: 2025-09-24
Address: 1059 Belvedere Circle West Mobile,AL 36606
Email: ammaiben09@aol.com
Phone: 251-583-5834
Subject And Specific Questions: Why is the city trying to do away the Transit Workers Pension Plan? If the city takes away this plan, does the city has something in place to replace the plan. Does VIA contract states that will all non bargaing union employees will be terminated?
Pertain To City Business: Pension plan the city puts money into for the Transit Workers.
Signature: Antonie M Maiben
Signature Verify: X
Agree: X
Date Submitted: 2025-09-18 10:53:03

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, September 18, 2025 1:03:01 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, September 18, 2025 12:28 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: Beverly Martin Cooper
Date To Address Council: 2025-09-24
Address: 1208 Palmetto Street
Email: bcae@comcast.net
Phone: 2514215072
Subject And Specific Questions: Recent city council and mayoral election
Pertain To City Business: Addresses the upcoming change in governance and the city runs the election
Signature: Beverly Martin Cooper
Signature Verify: X
Agree: X
Date Submitted: 2025-09-18 12:28:13

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

2025 SEP 18 PM 1:41



ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name:

Reggie Hill

Date:

9/18/25

Address:

7007 Center Street - Mobile, AL 36610

Phone:

256-665-6748

Email:

rhills4td@gmail.com

Date to Address City Council:

September 24, 2025

Subject and/or specific questions (must complete):

Citizen involvement at
Regular Meetings; Amendments to Council Rules;
Investigation into disbursement of Taxpayer Resources;
Equal execution of laws; Public Safety; Performance
Contracts

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

Each item listed above is determined by local
(reported) Public Officials and impacts the
use of Taxpayer Dollars

Signature:



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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:

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- (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

-
- 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.

-
- (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).

-
- (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

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.

Init.

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User Notes:

(1464419380)

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)

Init.

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)

Init.

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User Notes:

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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.)

Init.

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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User Notes:

(1464419380)

- § 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.

Julie Tucker
NOTARY PUBLIC
My Commission Expires: February 13, 2027

Init.

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User Notes:

(1464419380)

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. 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 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

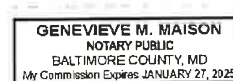
By: *Dawn E. Brown*
Secretary

**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.




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

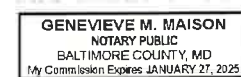
By: *Dawn E. Brown*
Secretary

**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, deposeth 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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company_

Your Bid/Proposal Amount \$

219,000

Date:

Description	
06, 25, 2025	

Description	Crawle & Murphy Splark pad
-------------	----------------------------

Name of Bidder/Proposer:

Spicer constructed composition

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:

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](#)



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:
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	License#: 2081754 AEIKCON-01
INSURER(S) AFFORDING COVERAGE	
INSURER A: Frankenmuth Mutual Insurance Company	NAIC # 13986
INSURER B: Alabama Home Builders Self Insurance Fund	
INSURER C: Safety National Casualty Corporation	15105
INSURER D: Federal Insurance Company	20281
INSURER E:	
INSURER F:	

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 / A	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

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 attached endorsement – N/A in NY) | Per Report |
| 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
(same as A unless otherwise noted) | \$ | 394,000 |

Remodeling

- | | | |
|---|----|----------|
| D) Renovations and improvements | \$ | |
| E) Existing buildings or structures | \$ | |
| F) Rate | \$ | 0.295 |
| G) Premium | \$ | 1,162.00 |
| H) Total Taxes and Surcharges
(per attached endorsement) | \$ | 0.00 |

- 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)

RESOLUTION

Sponsored by: Cory Penn – District 1

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 **2666 JOSEPHINE 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. 3, 4, 5, 7, and 8; 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 **2666 JOSEPHINE STREET** described as:

LOT 5 DIV B MILLVILLE DBK 121 N S PG 512 #SEC 23 T4S R1W
#MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 177

Last Assessed to: PETTWAY JENESTER

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

July 14, 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, July 22, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2666 JOSEPHINE STREET**. OWNED BY OR MAY HAVE AN INTEREST: **PETTWAY JENESTER** 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 07 23 0 002 177

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOT 5 DIV B MILLVILLE DBK 121 N S PG 512 #SEC 23 T4S R1W #MP29 07 23 0 002

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2666 JOSEPHINE ST

Property Details

PARCEL KEY#	00766914	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

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	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE	36 / 61	SCORE DESCRIPTION	Review Committee
-------	---------	-------------------	------------------

Notes

IL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

9-30-24

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/23/2025

Property Address: 2666 Josephine Street

District No: 1

- ☐ 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



July 14, 2025

State of Alabama
County of Mobile

Subject Property – 2666 Josephine Street.

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

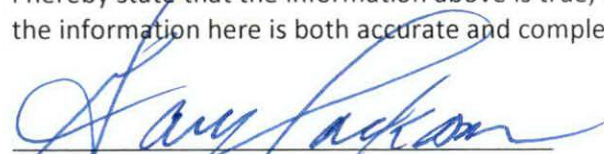
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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



Jenester Pettway
Leola Pettway
2666 Josephine Street
Mobile, AL 36617-1602

May 22, 2025

RE: 2666 Josephine Street
Project Number: ME-149-24

Dear Jenester Pettway, Leola Pettway:

On May 23, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2666 Josephine Street.

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

LOT 5 DIV B MILLVILLE DBK 121 N S PG 512 #SEC 23 T4S R1W
#MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 177

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 **July 17, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 17, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 17, 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 **July 17, 2025**, which is 45 days from the date of this NOTICE.

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

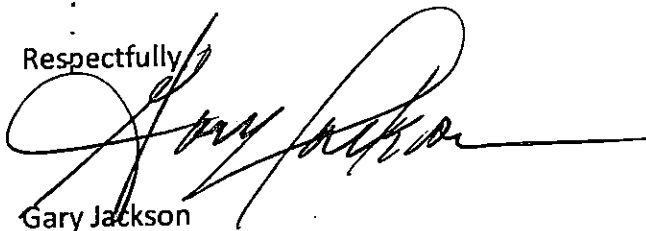
- IV. **NOTICE** is hereby given that on **July 22, 2025 at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property 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: 2666 Josephine Street

Date: December 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 19, 2024

Per the Title Report, the owner is: Fee simple is vested in Jenester Pettway

Notes: Per the title report there were owners named Henry W. Pettway and Leola Pettway without right of survivorship. Henry W. Pettway is deceased and there is an open case number 2012-1866. There is no order to transfer the property, and the case is still showing open with letters of testamentary revoked 8/11/2017. I contacted the Revenue Commission to see how they changed the assessment into only Jenester Pettway and not Jenester Pettway, Administratrix of the Estate of Henry Pettway but they did not have documentation to provide the reason. I listed the widow of Henry W. Pettway and the daughter Jenester per the quitclaim deed. Also, the title report shows an open mortgage with American General. The company is permanently closed with no record of another company take over. The mortgage itself was due to end in 2010. It is from the year 2000.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Jenester Pettway
Leola Pettway
2666 Josephine St
Mobile AL 36617-1602 | Location/subject address |
| 2 | Leola Pettway
PO Box 1986
Mobile AL 36633 | Owner – Address listed on quit claim deed 7003-1490. |
| 3 | Leola Pettway
2908 Emogene St
Mobile AL 36606-2437 | LexisNexis address good 9/2024 – phone number 251-376-1274 |
| 4 | Leola Pettway
1515 Eslava St
Mobile AL 36604-1910 | LexisNexis address good 1/2024 |

5 Jenester Pettway
2600 Esau Ave
Mobile AL 36617-1707

Owner – LexisNexis address good 12/2024 –
Revenue Commission website mailing address
good 2020 – 2024 – Phone numbers are 251-455-
6659 and 251-342-2373 good 2024

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report:

6	Midland Funding LLC c/o Richard Gwin Moxley III PO Box 4953 Montgomery AL 36103	Midland Funding LLC vs Jenester Pettway, filed 6/1/2016, recorded 7/18/2019, LR7402 Pg 849.
---	--	--

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of mobile vs Jenester Pettway, filed 10/8/2024, recorded 10/9/2024,
instrument number 2024064217.

RESOLUTION

Sponsored by: Cory Penn – District 1

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 **616 PETIT AVENUE** 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. 3, 4, 5, 6, 7, and 8; 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 **616 PETIT AVENUE** described as:

LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5
PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 092

Last Assessed to: WASHINGTON JAMES M C/O MARY B WASHINGTON

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

July 14, 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, July 22, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **616 PETIT AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **WASHINGTON JAMES M C/O MARY B WASHINGTON** 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 02 44 0 027 092

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

616 PETIT AVE

Property Details

PARCEL KEY	00700735	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
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	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N Y	WALL COMPROMISED	N Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N Y
SURVEY DATE	1/31/2024	COMMENTS	

Property Score

SCORE	42 <i>02</i>	SCORE DESCRIPTION	Review Committee
-------	--------------	-------------------	------------------

Notes

IL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE *9-30-24*

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/19/2025

Property Address: 616 Petit Avenue

District No: 1

- ☐ 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.

NUISANCE ABATEMENT

616 PETIT AVENUE

AGENDA PHOTO/WA



















NUISANCE ABATEMENT

616 PETIT AVENUE

AGENDA PHOTO/WA



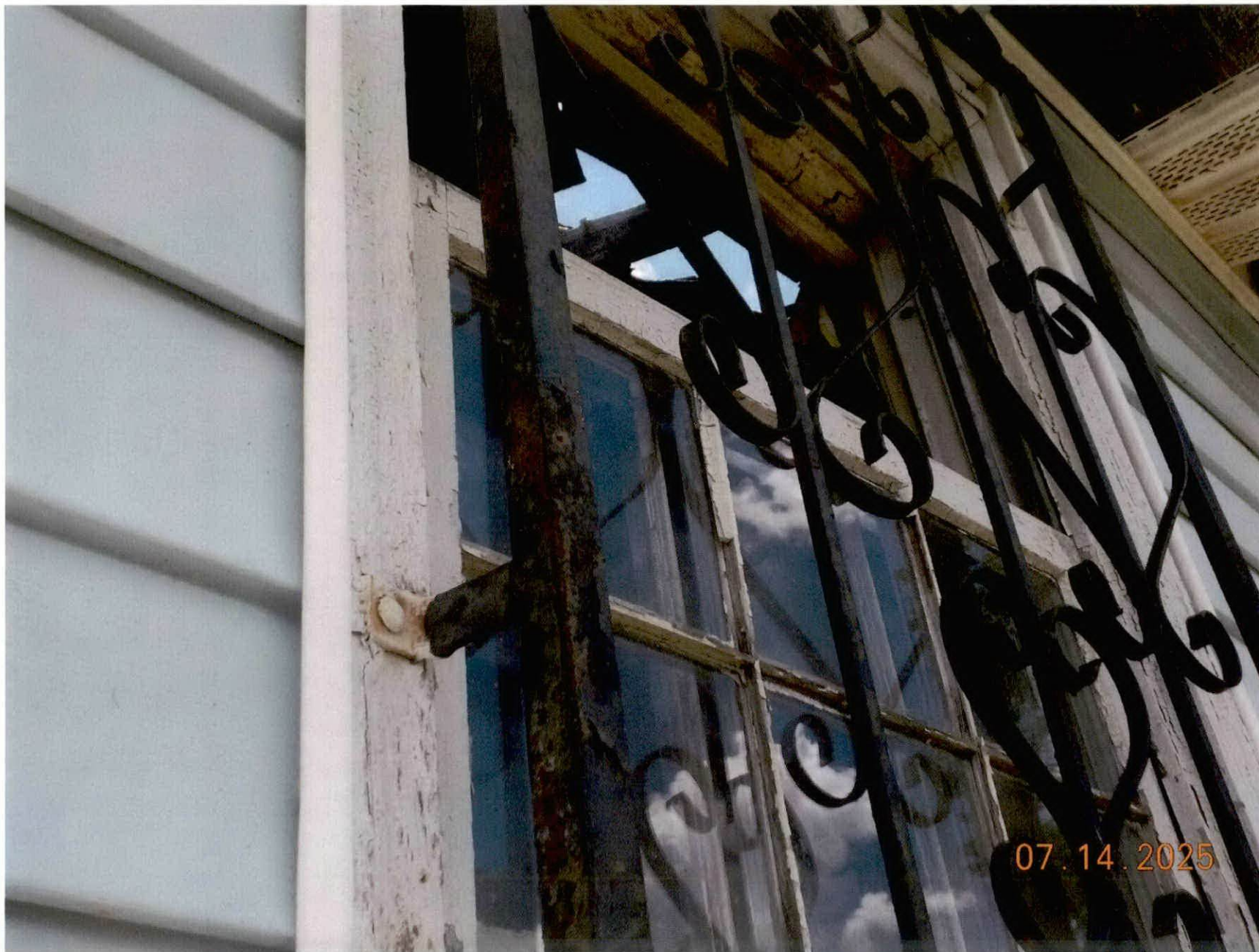
NUISANCE ABATEMENT

616 PETIT AVENUE

AGENDA PHOTO/WA









Affidavit of Mailed Notice



July 14, 2025

State of Alabama
County of Mobile

Subject Property – 616 Petit Avenue.

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

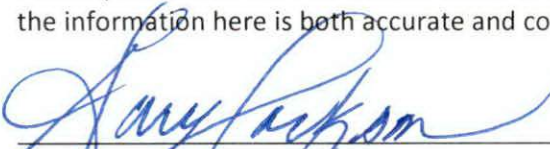
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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



Mary B. Washington
616 Petit Avenue
Mobile, AL 36617-2216

May 22, 2025

RE: 616 Petit Avenue
Project Number: ME-151-24

Dear Mary B. Washington:

On May 19, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 616 Petit Avenue.

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

LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5
PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 092

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 **July 17, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 17, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 17, 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 **July 17, 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 **July 22, 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.

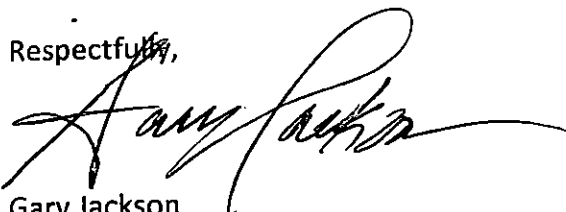
VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition 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: 616 Petit Avenue

Date: December 23, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 19, 2024

Per the Title Report, the owner is: Fee simple is vested in James M. Washington

Notes: James M. Washington is deceased as of 7/23/2010. He is survived by his wife, Mary B. Washington. There is a probate case number 2013-1200 showing Reginald Washington and Nickie Washington as sole heirs. I listed Mary B. Washington, Reginald Washington and Nickie aka Zuleika Nicole Washington as recipients of Nuisance Abatement notices.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Mary B. Washington 616 Petit Ave Mobile AL 36617-2216	Subject/location address
2 Mary B. Washington Reginald Washington Zuleika Nicole McCarty 405 S Sage Ave Mobile AL 36606-2904	Widow of owner – Revenue Commission mailing address good 2021 – 2024 – Phone numbers are 251-751-1525, 251-454-6579 and 251-716-3023 good 2024
3 Reginald Washington 150 Homewood Dr Fort Walton Beach FL 32548-6339	Heir – Son of deceased owner – LexisNexis address good 9/2024 – Phone numbers are 850-582-3114, 352-783-4783, 251-479-4693 good 2024 – Address in probate case paperwork.
4 Zuleika Nicole McCarty 219 Morningwalk Ln SW Huntsville AL 35824-3105	Heir – Granddaughter of deceased owner – LexisNexis address good 11/2024 – Phone numbers are 404-914-1456 and 404-550-4356 good 2024
5 Zuleika Nicole McCarty 1900 Colonial Lake Dr Apt 1923 Madison AL 35758-4000	LexisNexis address good 7/2024

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs James M Washington, filed 10/8/2024, recorded 12/13/2024, instrument number 2024076191.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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:

Lana Gauthier

Lana Gauthier

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	Requisition 00030010-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2030.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

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	Vendor	Date	Ship		
Ordered	Number	Required	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)

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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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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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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 24, 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:

Lana Gauthier

Lana Gauthier

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 Company, Inc.
DEPT. PROJECT#: 2024-3005-04

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	UNIT 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	-	\$ -
210-B	FOUNDATION BACKFILL COMMERCIAL	100	CY	\$ 118.04	\$ 11,804.00	-	\$ -
210-A	ROADBED PROCESSING	6	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	\$ 203,910.21
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 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	\$ 2,150.00	\$ 2,150.00	2.00	\$ 4,300.00
623-C	CONCRETE CURB AND GUTTER (MATCH IN SHAPE)	575	LF	\$ 43.30	\$ 24,897.50	193.00	\$ 8,337.60
641-S	VALVE BOX RESET	25	EA	\$ 82.11	\$ 2,052.75	4.00	\$ 821.11
645-E	MANHOLE FRAME AND COVER RESET	25	EA	\$ 311.13	\$ 7,778.25	3.00	\$ 7,778.25
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	\$ 810.00	-	\$ -
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	\$ 47,520.00	0.45	\$ 2,671.00
701-A2	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	4	MI	\$ 5,635.00	\$ 22,540.00	0.21	\$ 1,189.15
701-A3	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	0.25	MI	\$ 5,940.00	\$ 1,485.00	0.30	\$ 1,782.00
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	\$ 19,872.51
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	\$ 545.00	-	\$ -
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2A (WHITE)	35	EA	\$ 6.48	\$ 226.80	-	\$ -
740-A	TRAFFIC CONTROL	1	LS	\$ 5,940.00	\$ 5,940.00	3.10	\$ 18,516.00
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 ☒ PRO-JECT ☐ 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 ☒ OCCUR ☒ EXCESS LIAB ☐ 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 ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$ \$

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

Project: 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 
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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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1.03 Drawings attached, dated 04/22/2024, shall replace all drawings, dated 02/23/2024.

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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
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', with a horizontal line underneath.

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.

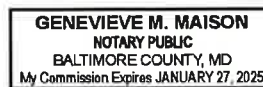
By: *Dawn E. Brown*
Secretary

**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

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

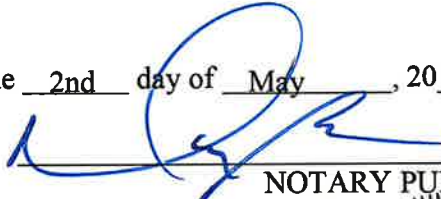
5/2/2024

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.

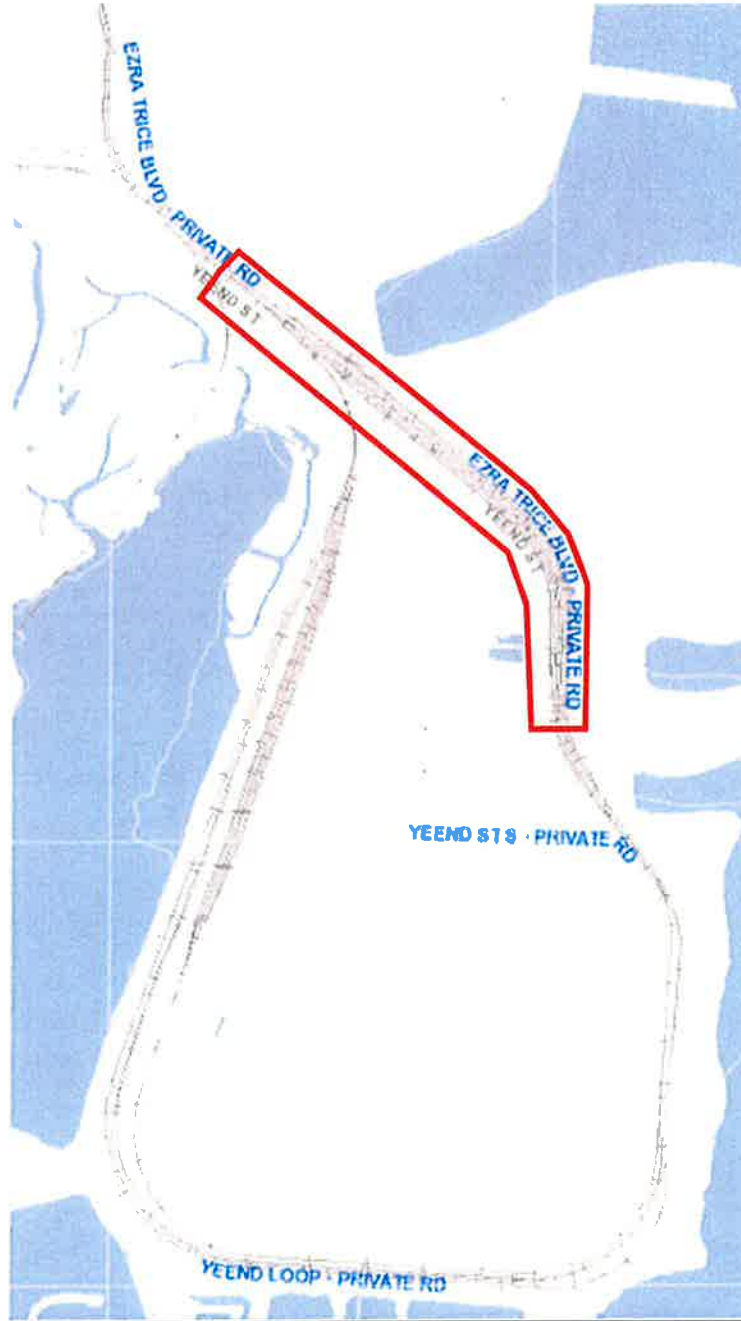
ATTACHMENT “A”

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 :	
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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														
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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	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
A	Rented/Leased Equipment		MIM103990553	12/31/2023	12/31/2024	<table><tr><td>Each Item Catastrophe</td><td>500,000 1,500,000</td></tr></table>	Each Item Catastrophe	500,000 1,500,000												
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



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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

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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-

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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

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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

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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.

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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: ArchieAxe100@a1yomobile.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@johnwalton.com

RFP/RFQ 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@johnwalton.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

Please Print Company John G. Walton Construction Co., Inc.
Your Bid/Proposal Amount \$ 1,569,107.77

<u>4/24/2024</u>	<u>Description</u>	<u>Western Bayfront Resurfacing</u>
		<u>John G. Walton Construction Co., Inc.</u>

Name of Bidder/Proposer:

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.

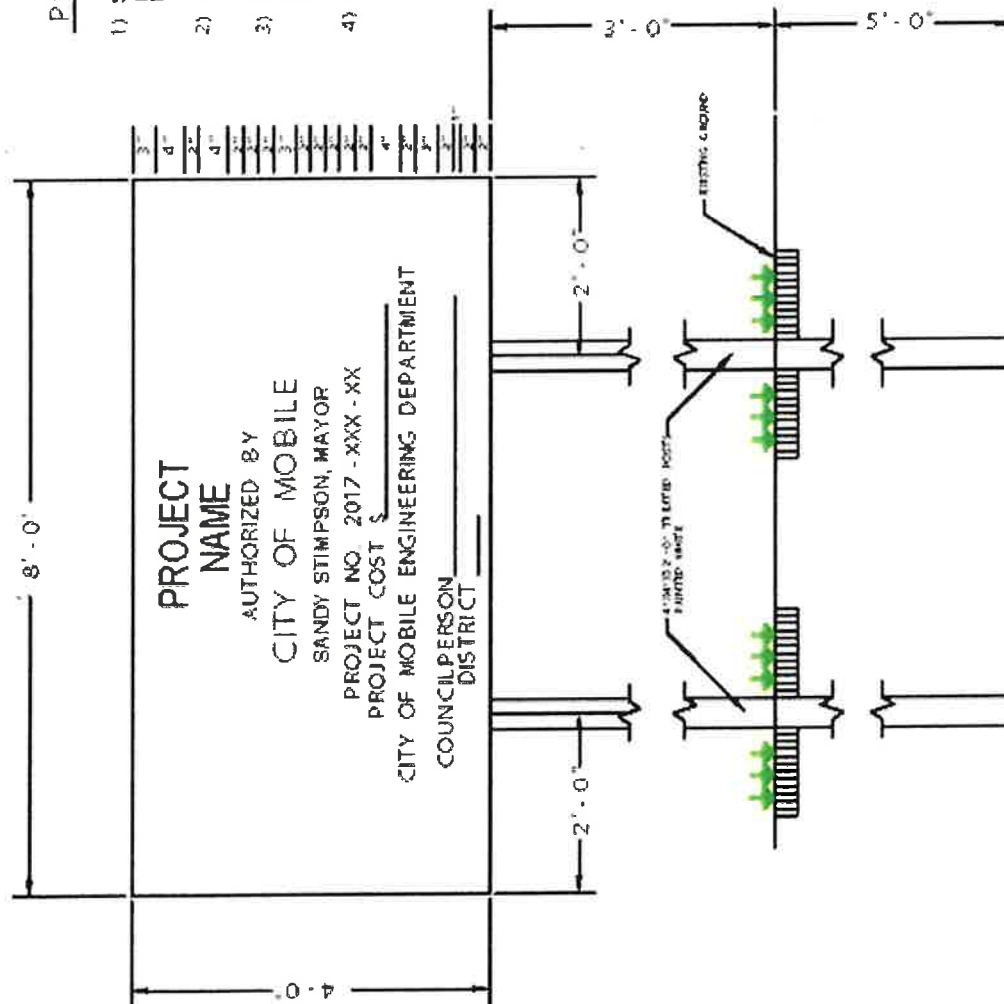
All the above requirements must be satisfied by the Contractor before final payment can be made.

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 24, 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:

Lana Gauthier

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

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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Tax Exemption.....	Attachment F

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	10 ⁰⁰	2000
656-A	1	MULCHING For <u>TWO THOUSAND</u> Dollars And <u>NO</u> Cents per ACRE	2000 ⁰⁰	2000
665-J	750	SILT FENCE, TYPE A For <u>FIVE</u> Dollars And <u>NO</u> Cents per LINEAR FEET	5 ⁰⁰	3750
665-O	750	SILT FENCE REMOVAL For <u>TWO</u> Dollars And <u>NO</u> Cents per LINEAR FEET	2 ⁰⁰	1500
665-Q	200	WATTLE For <u>TEN</u> Dollars And <u>NO</u> Cents per LINEAR FEET	10 ⁰⁰	2000

Item Number	Approximate Quantities	Item with Unit Price Written in Words	Unit Bid Price	Amount Bid
740-B	1	TRAFFIC CONTROL PLAN & IMPLEMENTATION For <u>TEN THOUSAND</u> Dollars And <u>NO</u> Cents per LUMP SUM	10,000 ⁰⁰	10,000
999-Y	4	TEMPORARY LOW WATER CROSSING (INSTALL & REMOVE) For <u>FIVE THOUSAND</u> Dollars And <u>NO</u> Cents per EACH	5,000	20,000
999-Z	1	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER For <u>Ten Thousand</u> Dollars And <u>Zero</u> Cents per LUMP SUM	\$10,000.00	\$10,000.00
PHASE 2 TOTAL				236,475 ⁰⁰

BID SUMMARY

PHASE 1 TOTAL	405,969.00
PHASE 2 TOTAL	236,475.00
PHASE 1 TOTAL + PHASE 2 TOTAL	642,444.00

Phase 1 Total 405,969⁰⁰

Written in words FOUR HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY NINE DOLLARS & NO CENTS

Phase 2 Total 236,475

Written in words TWO HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS & NO CENTS

Number of working days to complete 60 working days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder JAMES H. ADAMS & SON CONST. CO. INC.
(If a Corporation)

By James H. Adams
President
Print

Business Address 535 Hwy 43 - Chickasaw 36611

Business Address _____

Secretary

Print

Business Address _____

Treasurer

Print

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: James H. Adams
Secretary

ALABAMA 12007
State License Number

Corporate Seal

ITEM IV

BID BOND

KNOW ALL MEN BY THESE PRESENT:

That James H. Adams & Son Construction Co., Inc.
(Name of Contractor)
P.O. Box 11306, Chickasaw, AL 36671
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
4200 Six Forks Rd., Suite 1400, Raleigh, NC 27609
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK**,
City of Mobile Project No. ~~2025-3005-20~~
2024-2045-04

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered July 30, 2025 (Date)
James H. Adams & Son Construction Co., Inc. (Contracting Firm)
Witness as to Principal By: [Signature] (SEAL)
Harco National Insurance Company (Name of Surety)

COUNTERSIGNED: [Signature]
Alabama Resident Agent By Maria A. Davison, Attorney In Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 30, 2025

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:

James H. Adams & Son
(Corporate Name) Construction Co., Inc.

BY: _____

(Signature)

James H. Adams

(Print)

ITS: _____

President

(Title)

ATTEST:

Cathy McKnight
(Signature)

Cathy McKnight (Print)

ITS: _____

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: _____

(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 McCRORY & WILLIAMS, INC.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the Contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this Contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this Contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the Contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this Contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this Contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the Contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the Contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the Contract for the making of said improvements, stating that such work is not included in the Contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this Contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this Contract, or to prevent the abrogation of this Contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this Contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the Contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this Contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site 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

(Print)

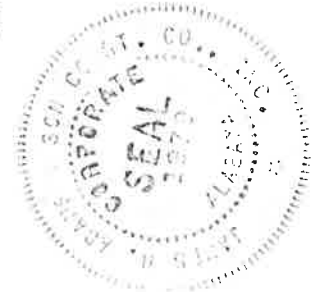
JAMES H. ADAMS

Corporate Seal

ATTEST:

Cathy McKnight
ITS SECRETARY
Cathy McKnight (Print)

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 INSURER A : Middlesex Insurance Company NAIC # 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

CA 04 44 10 13

A0186201
Middlesex Insurance Company

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Page 1 of 1

04/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
 - a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
 - b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and

c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;

3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

Change effective 04/01/2022

IL 70 60 08 15

A0186201
 Middlesex Insurance Company

1 00001 0000000000 22095 0 N

08f314f3-a140-47d9-99e7-8bd9fe791d70

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: Archonique.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	jadams99@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: jadams99@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.	382-6666	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 Jadams99@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 of Son Const Co - NO

CONTRACTOR:	Certified DBE: YES ☐ NO ☒	Contract Start Date:
-------------	--	----------------------

DESCRIPTION:	Estimated Completion Date:
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This report is for the month of: (CHECK ONE):	JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____
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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 11306 Chickasaw, AL 36671

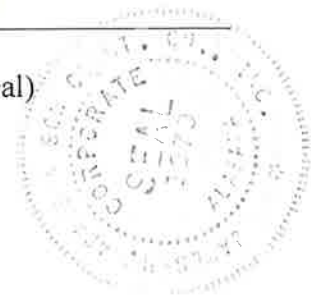
*By (Legal Signature) James H Adams

*Name (type or print) James H Adams

(Seal)

*Title Pres.

Telephone Number (251) 456-1909



(2 COPIES REQUIRED)

CONTRACT #

CAPITAL PROJECT # C0647 **DATE OF RECEIPT** 09/08/2025

PROJECT DESCRIPTION Repair and stabilize Azalea Golf Course and 12 Mile Creek

VENDOR NAME James H. Adams & Sons Construction Company, Inc.

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 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: Jennifer Greene Date 9/8/2025

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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"

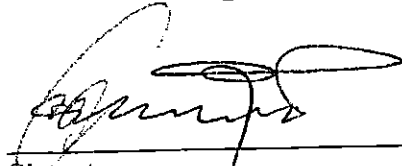
Weight: 165 lbs

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 whomsoever 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. ☐ Yes ☐ No	Account #	NAICS Code(s) Assigned	Bill Number(s)	Amount Due	Completed By	
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 TAXI							
* 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) <i>A Hmed KAHAN</i>					Title <i>Member</i>		
Date of Birth <i>3/1/69</i>	Social Security # <i>051-86-2461</i>	Drivers License (State & #) <i>9420257</i>	Contact Number <i>251-593-7181</i>	Email <i>KAHAN1213@gmail.com</i>			
Home Street Address <i>900 Downowner Blvd #207</i>			City <i>MOBILE</i>	State <i>AL</i>	Zip Code <i>36609</i>		
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 <i>KAHAN A Hmed</i>			Signature of Owner/Applicant <i>[Signature]</i>			Date Signed <i>9/2/2025</i>	
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:

KATAN 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, KATAN 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

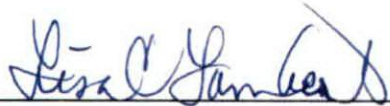
TABLED

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: _____

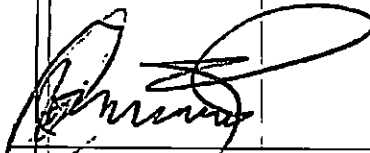
If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

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

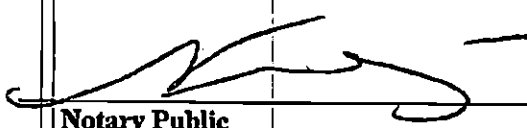
NAME OF ENTITY:

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.

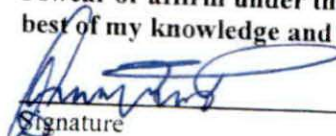
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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"

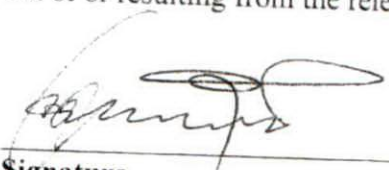
Weight: 165 lbs

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.

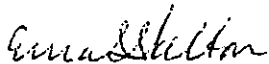
Date: 04/21/2025

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

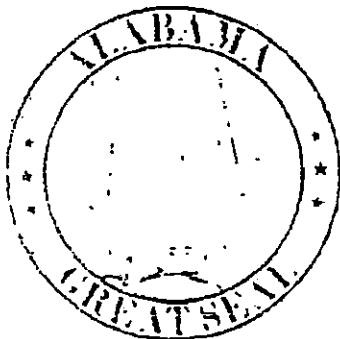
**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that:**

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
303 S. Dearborn Street

Sponsored by: Councilmember William Carroll, District 2

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 **303 S. Dearborn 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 **303 S. Dearborn Street** to be **\$3,600.00** 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: **\$3,600.00** shall constitute a special assessment against the property at structure **303 S. Dearborn Street** and being that property more particularly described as follows:

COMMENCING AT THE SOUTHEAST INTERSECTION OF PALMETTO STREET AND DEARBORN STREET THEN RUN SOUTHERLY ALONG THE EAST RIGHT OF WAY OF SAID DEARBORN STREET A DISTANCE OF 75 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 88 FT THEN SOUTHERLY 56 FT(S) THEN WESTERLY 88 FT THEN NORTHERLY ALONG DEARBORN STREET 56 FT(S) TO THE POINT OF BEGINNING.

Parcel No.: **29 06 39 0 003 128.XXX**

Owner: **CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE AL 36693-3554**

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 **September 23, 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 **303 S. Dearborn Street**, for the proposed amount of **\$3,600.00**.

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 6, 2025

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



Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:
ME-068-24

LOCATION:
303 S Dearborn 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: COMMENCING AT THE SOUTHEAST INTERSECTION OF PALMETTO STREET AND DEARBORN STREET THEN RUN SOUTHERLY ALONG THE EAST RIGHT OF WAY OF SAID DEARBORN STREET A DISTANCE OF 75 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 88 FT THEN SOUTHERLY 56 FT(S) THEN WESTERLY 88 FT THEN NORTHERLY ALONG DEARBORN STREET 56 FT(S) TO THE POINT OF BEGINNING..

Parcel Number: 29 06 39 0 003 128.XXX

Amount: \$~~3,400.00~~ \$3,600.00

Assessed: CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE AL 36693-3554

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 Council Member, William Carroll, file copy

|
|
|

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1250 O'Donnell Street

Sponsored by: Councilmember William Carroll, District 2

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 **1250 O'Donnell 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 **1250 O'Donnell Street** to be **\$3,600.00** 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: **\$3,600.00** shall constitute a special assessment against the property at structure **1250 O'Donnell Street** and being that property more particularly described as follows:

LOT 1 BLOCK E OAK HILL SUBDIVISION DBK 85 PG 380

Parcel No.: **29 10 27 4 000 102.xxx**

Owner: **ADAMS ADRAIN**
 3459 DIAL ST
 MOBILE AL 36612-1611

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 **September 23, 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 **1250 O'Donnell Street**, for the proposed amount of **\$3,600.00**.

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-070-24

LOCATION:
1250 O'Donnell 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 1 BLOCK E OAK HILL SUBDIVISION DBK 85 PG 380

Parcel Number: 29 10 27 4 000 102.XXX

Amount: ~~\$3,400.00~~ *\$3,400.00*

Assessed: ADAMS ADRAIN
3459 DIAL ST
MOBILE AL 36612-1611

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 C. J. Small, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
3211 Valley Road

Sponsored by: Councilmember William Carroll, District 2

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 **3211 Valley Road** 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 **3211 Valley Road** to be **\$1,500.00** 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: **\$1,500.00** shall constitute a special assessment against the property at structure **3211 Valley Road** and being that property more particularly described as follows:

LOT 18 UNRECORDED SUB RPBK 2476 P 879 MORE PART DESC AS FOLL FROM SW COR OF LOT 8 OF RIVERSIDE SUB MBK 3 P 296 RUN N ALG THE WEST LINE OF SAID LOT 8 514 FT TO POB TH RUN EAST & PAR TO NORTH LINE OF GILL RD 200 FT TO PT TH RUN NORTH & PAR TO VALLEY RD 75 FT TO PT TH RUN WEST & PAR TO GILL RD 200 FT TO PT TH RUN S ALG EAST LINE OF SAID LOT 8 75 FT TO POB #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel No.: **32 07 40 0 004 097.001**

Owner: **LEE CRYSTAL SHANTA C/O WHEELTIP TECHNOLOGY INC
6897 GODDARD RD
STONECREST GA 30038-4612**

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 **September 23, 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 **3211Valley Road**, for the proposed amount of **\$1,500.00**.

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-119-24

LOCATION:
3211 Valley Road

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 18 UNRECORDED SUB RPBK 2476 P 879 MORE PART DESC AS FOLL FROM SW COR OF LOT 8 OF RIVERSIDE SUB MBK 3 P 296 RUN N ALG THE WEST LINE OF SAID LOT 8 514 FT TO POB TH RUN EAST & PAR TO NORTH LINE OF GILL RD 200 FT TO PT TH RUN NORTH & PAR TO VALLEY RD 75 FT TO PT TH RUN WEST & PAR TO GILL RD 200 FT TO PT TH RUN S ALG EAST LINE OF SAID LOT 8 75 FT TO POB #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel Number: 32 07 40 0 004 097.001

Amount: ~~\$1,300.00~~ \$1,500.00

Assessed: LEE CRYSTAL SHANTA C/O WHEELTIP TECHNOLOGY INC
6897 S GODDARD RD
STONECREST GA 30038-4612

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 a horizontal line.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember C. J. Small, 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
Diamond Drive be given the honorary name of "Honorary Mother Bessie Mae Grayson
Way".

Adopted:

City Clerk

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1670** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **28th day of October, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Deputy Director
DATE: **September 19, 2025**

SUBJECT: WEED LIEN GROUP **1670**

Attached, please find Assessment Lists for Weed Lien Group Number 1667 to Acts of Alabama Number 329, Adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 09/24/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 10/28/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at (251) 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 09/25/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 10/02/2025

LEGAL NOTICE ADS: 10/09/2025 -10/16/2025

POSTING DATE: 10/21/2025

Copy to Marchetta Taite

	WEED LIEN				
	CONTRACT NUMBER				
	1670		Res. No.		
9/24/2025	LOTS TO BE DECLARED		58-		
10/28/2025	LOTS FOR PUBLIC HEARING		58-		
	LOTS TO BE ASSESSED FOR COST		58-		
NO.	Address	Case #	Assess Amount	Dis	N/A
1	403/405 Seabreeze Road E.	69539		5	
	Parcel Number:R022808384004076.000				
2	4005 Cresthaven Rd	69540		5	
	Parcel Number:R022808384004020.000				
3	352 Seabreeze Road E.	69541		5	
	Parcel Number:R022808384001064.000				
4	4021 Seabreeze Road N.	69542		5	
	Parcel Number: R022808384001083.000				
5	300 Seabreeze Ct.	69545		5	
	Parcel Number: R022808384001063.000				
Lots By District		Number of Lots Cut			
1	0		1		
2	0		2		
3	0		3		
4	0		4		
5	5		5		
6	0		6		
7	0		7		
Total	5				

Marchetta Jarte 9-19-25

Amy Jackson

9-19-25

R E S O L U T I O N

Sponsored by: Councilmember William Carroll, District

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

Type of application: Special Events Retail Liquor License

Submitted by: El Jefe House of Cigars, LLP

Location: Gulf Coast Challenge
1621 Virginia Street
Mobile, AL 36604

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/11/2025	NEW APPLICATION	2025 - 5751	130015	2	September 30, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

GULF COAST CHALLENGE

Location Address

1621 VIRGINIA ST

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
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DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/11/2025	NEW APPLICATION	2025 - 5751	130015	2	September 30, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

GULF COAST CHALLENGE

Location Address

1621 VIRGINIA ST

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner

Logan Anderson

Date: September 17, 2025

Re: Application # 5751 / 1621 Virginia St.

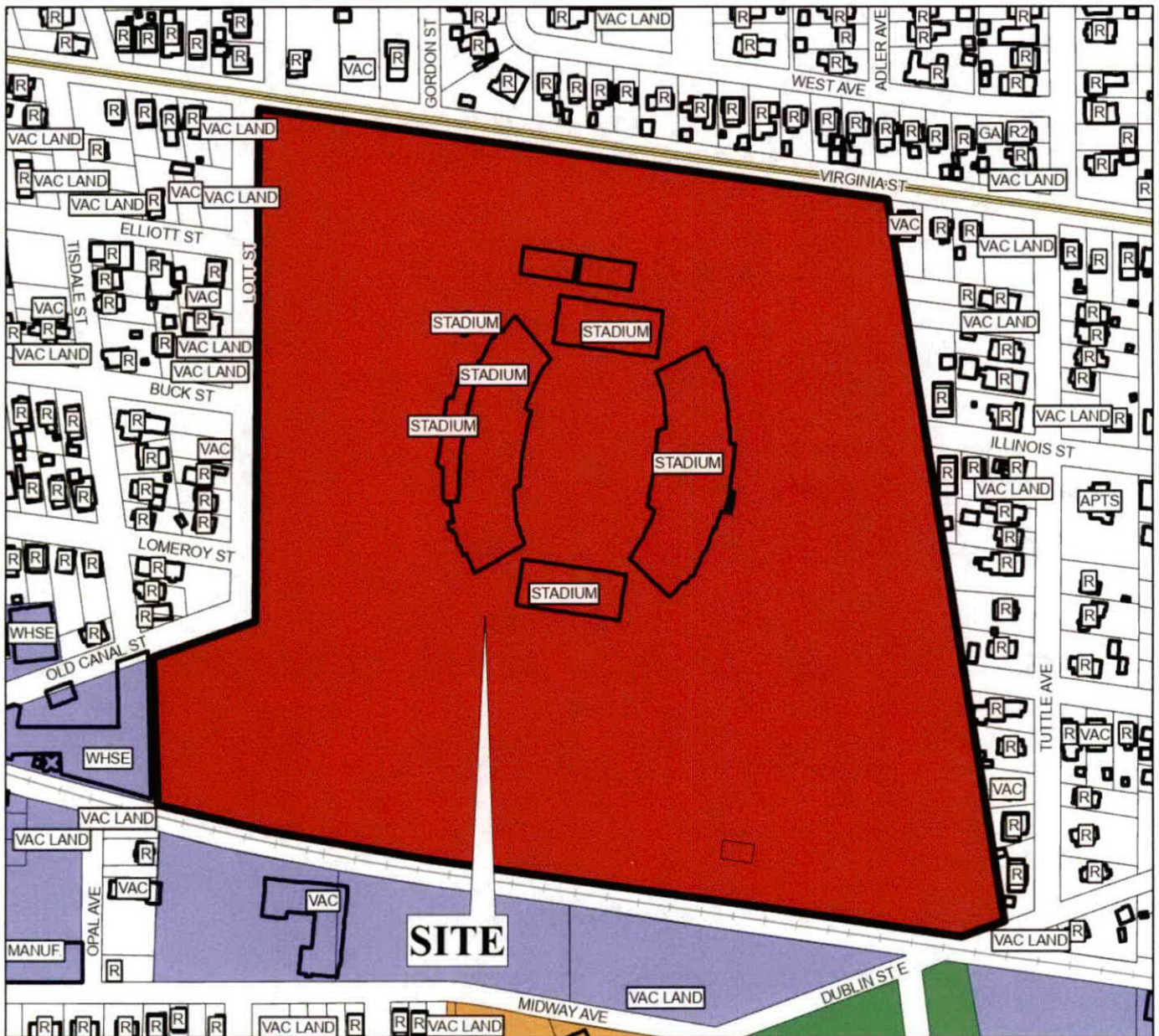
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

As a function of the Mobile County Board of Education, the site is exempt from parking requirements.

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

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5751 DATE 9/30/2025

APPLICANT EL JEFE HOUSE OF CIGARS LLP

LOCATION 1621 VIRGINIA ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

Application Date 09/11/2025	Application Type NEW APPLICATION	Application Number 2025 - 5751	License Account # 130015	Council District 2	Council Agenda Date September 30, 2025
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name EL JEFE HOUSE OF CIGARS LLP			Trade Name (DBA) GULF COAST CHALLENGE		
Business Structure Type LLP - LIMITED LIABILITY PARTNERSHIP		Incorporation Date 01/29/2023	SOS Entity ID 001-060-248	State AL	County MOBILE
Federal Tax ID (FEIN) 93-1581171	Alabama State Sales Tax ID R011942274		Business Phone Number		
Physical Address (Street Address, Suite #) 1621 VIRGINIA ST			City MOBILE	State AL	Zip Code 36604
Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Primary Business Activity at the Location Explain (other) LOUNGE/BAR			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name JAMONTY JONES	Title OWNER	POA	Phone	Email JONES@ELJEFEHOUSEOFCIGARS.ORG	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1621 VIRGINIA ST			City MOBILE	State AL	Zip Code 36604
Bldg Square Footage 12,000	Bldg Seating Capacity 40,000	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

JH

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Driver's License (State, Number)</u>		
JAMONTY LEVON JONES		OWNER			
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
YES	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
	EL JEFE HOUSE OF CIGARS LLP	EL JEFE HOUSE OF CIGARS	309 S WILSON AVE PRICHARD AL 36610		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Driver's License (State, Number)</u>		
LEMARCUS DEANGELO MAYE		OWNER			
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
YES	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
	EL JEFE HOUSE OF CIGARS LLP	EL JEFE HOUSE OF CIGARS	309 S WILSON AVE PRICHARD 36610		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
N/A					
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE



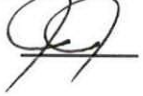
The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.



The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.



The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.



The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.



Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.



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



Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Ja Monty Jones

Date of Application Signature

9/16/2025

Owner/Applicant/POA Signature



Title of Person Signing this Application

Owner

Sworn to and subscribed before me this **15th** day of **December** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner



November 19 2025



City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/11/2025	NEW APPLICATION	2025 - 5751	130015	2	September 30, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

GULF COAST CHALLENGE

Location Address

1621 VIRGINIA ST

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
JAMONTY JONES	OWNER		(251) 510-1478	JJONES@ELJEFEHOUSEOFCIGARS.ORG

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

What is/was the start date of this business? 11/29/2023

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

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

EL JEFE HOUSE OF CIGARS LLP

dba

GULF COAST CHALLENGE

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

140 - SPECIAL EVENTS RETAIL and

for the premises located at

1621 VIRGINIA ST

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **September 30, 2025** for application number **2025 - 5749**

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



Applicant/POA Signature

Tara Harris

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

GULF COAST CHALLENGE

Location Address

1621 VIRGINIA ST

Zip Code

36604

Application Number

2025 - 5751

Notice Post Date @ Location

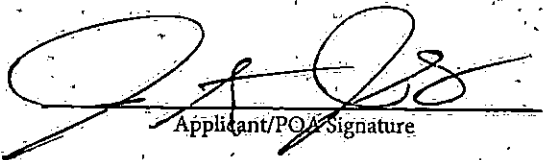
09/11/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 30, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office



Applicant/POA Signature

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY OF MOBILE
REVENUE DEPARTMENT

September 16, 2025



SPC EVENT - PORT CITY CLASSIC (ALCHL)

1621 VIRGINIA STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 130015 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2142304	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250903103559145

Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00

Type License: State: County:

Trade Name: GULF COAST CHALLENGE Filing Fee: \$50.00

Applicant: EL JEFE HOUSE OF CIGARS LLP Transfer Fee:

Location Address: 1621 VIRGINIA ST MOBILE, AL 36604

Mailing Address: 309 S WILSON AVE PRICHARD, AL 36610

County: MOBILE Tobacco sales: YES Tobacco Vending Machines:

Product Type: 01 Type Ownership: LLP

Book, Page, or Document info: 001-060-248

Do you sell Draft Beer?:

Date Incorporated: 01/29/2023 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 01/29/2023

Federal Tax ID: 93-1581171

Alabama State Sales Tax ID: R011942274

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMONTY LEVON JONES	PARTNER		
LEMARQUIS DEANGLEO MAYE	PARTNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JAMONTY JONES

Business Phon

Fax:

Home Phone:

Cell Phone:

E-mail: JJONES@ELJEFEHOUSEOFCIGARS.ORG

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250903103559145

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

Name of Property owner/lessor and phone number: BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY 251-221-4000

What is lessors primary business? **EDUCATION**

Is lessor involved in any way with the alcoholic beverage business? **NO**

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

Will the business require an age restriction for all patrons/customers to be 21 years of age or older?

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

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

Building Dimensions Square Footage: 12000 Display Square Footage:

Building seating capacity: 40000 Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250903103559145

Initial each

☒ In reference to law violations, I attest to the truthfulness of the responses given within the application.

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

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

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

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

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

☒ In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

☒ The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

☒ I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

☒ I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Jamonty Jones

Signature of Applicant: [Signature]

Notary Name (print): Edwina Walker

Notary Signature: [Signature]

Commission expires:



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250903103559145

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 10/02/2025 Ending Date: 10/04/2025

Special terms and conditions for special event/special retail:

SERVING BEER WINE AND LIQUOR. ENTRANCE/EXITS WILL BE MONITORED.
THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?:

SERVING BEER WINE AND LIQUOR. ENTRANCE/EXITS WILL BE MONITORED.
THIS IS A NON RENEWABLE LICENSE.

Receipt Confirmation Page

Receipt Confirmation Number: **20250903103559145**
Application Payment Confirmation Number: **112077674**

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
			\$0.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL

License Type 2:

License County: MOBILE

Business Type: LLP

Trade Name: GULF COAST CHALLENGE

Applicant Name: EL JEFE HOUSE OF CIGARS LLP

Location Address: 1621 VIRGINIA ST
MOBILE, AL 36604

Mailing Address: 309 S WILSON AVE
PRICHARD, AL 36610

Contact Person: JAMONTY JONES

Contact Home Phone: 251-333-1111

Contact Business Phone: 251-333-1111

Contact Fax: 251-333-1111

Contact Cell Phone: 251-333-1111

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: PARTNER



City of Mobile Alcoholic Beverage License Application Application Checklist

Before completing/submitting this application

If you have purchased or are purchasing an existing business - **ALL** license renewals and/or taxes from existing account must be paid in **FULL** either by previous owner or yourself before this application is presented to the City of Mobile City Council for consideration of approval

Required Documentation **CHECKED boxes are REQUIRED**

- ☒ Completed License Application (ALL pages)
- ☒ Required drawing for Urban Development (unless downtown location with NO designated parking)
- ☒ State of AL ABC Board Typed/Signed Application (all pages)
- ☒ Drivers License --- for each Owner/Officer listed on application (copy must be legible)
- ☒ Background Check (if completed by ABC board)
- ☒ Business Structure (LLC, Corporation, etc.) Articles from Secretary of State
ALL stamped pages of the Articles included (*any amendments must be provided also*)
Complete Listing of all Members/Officers (include name, title, contact phone)
- ☒ Federal Employer Identification Number (FEIN) Letter from IRS
- ☒ State of Alabama Revenue Tax ID Letter
- ☒ Registered Deed or Signed/Notarized Lease Agreement

Person Completing Application Printed Name Jamonty Jones	Date 9/8/25
Person Completing Application Signature 	Title Owner

The City of Mobile Revenue Department reserves the right to request required additional documentation and/or information from the applicant



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

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

<u>Owner/Applicant Printed Name</u> JaMonty Jones	<u>Date</u> 9/9/2025
<u>Owner/Applicant Signature</u> 	<u>Title</u> Owner

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to form a limited liability partnership under Sections 10A-1-3.05 and 10A-8A-10.01 of the Code of Alabama 1975, this Statement of Limited Liability Partnership 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 partnership (must contain the words "Limited Liability Partnership" or the abbreviation "L.L.P." or "LLP," and comply with Code of Alabama, Section 10A-1-5.07):

El Jefe House of Cigars, LLP

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

3. Street (**No PO Boxes**) address of principal office of the limited liability partnership:

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent (only one agent): Jones Jamonty

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):

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-060-248	D2P
Date	01/29/2023
Time	20:20:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

5. Purpose for which the limited liability partnership was formed: _____

Entertainment Services

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

8. The partnership is formed as a limited liability partnership.
9. The statement of limited liability partnership is effective immediately on the date the statement is filed with the Office of the Secretary of State or at the later date specified in this filing.

The undersigned specify 1 / 29 / 2023 as the effective date (must be later than the date filed in the office of the Secretary of State).

☐

Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability partnership.

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

1 / 29 / 2023

Date (MM/DD/YYYY)

Jamonty Jones

Signature as required by 10A-8A-10.01

Owner

Title

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:

El Jefe House of Cigars, LLP

This name reservation is for the exclusive use of Jamonty Jones, 309 S Wilson
Avenue, Prichard, AL 36610 for a period of one year beginning January 29, 2023
and expiring January 29, 2024



RES069877

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

January 29, 2023

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State



**Department of the Treasury
Internal Revenue Service
1973 North Rulon White Blvd
Ogden, UT, 84404-5402**

In reply refer to: 0446229310
11/27/2023 LTR 147C

EL JEFE HOUSE OF CIGARS LLP
LEMARCUS D MAYE GEN PTR
309 S WILSON AVE
PRICHARD, AL 36610-3907-096

Employer Identification Number: 93-1581171

Dear Taxpayer:

Thank you for your inquiry of 11/27/2023.

Your Employer Identification Number (EIN) is 93-1581171.
Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 1-800-829-0115. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,
Ms. Smith
1004146473
CSR



2025

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

EL JEFE HOUSE OF CIGARS LLP

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011942274	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 424990

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

309 S WILSON AVENUE PRICHARD AL 36610-0000



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by El Jefe House of Cigars LLP

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 9th day of September 2025

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Davonte Williams

Davonte Williams

December 20, 2028

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Mobile County Public Schools

JaMonty Jones

Owner of Property (Signature)

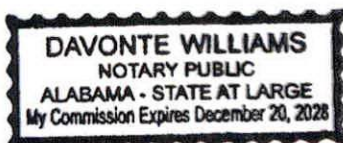
Applicant Name (Signature)

[Signature]

[Signature]

Street Address

Street Address



9/9/2025

DATE OF AGREEMENT SIGNED

9-9-2025

Facility Usage Agreement

El Jefe House of Cigars, LLP
309 S Wilson Ave.
Prichard, AL 36610

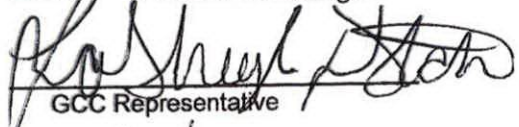
The Board of School Commissioners of Mobile County hereby give El Jefe House of Cigars, LLP permission to sale cigars, hookah, wine, liquor and beer at Ladd-Pebble Stadium located at 1621 Virginia Street, Mobile, AL 36604. El Jefe House of Cigars, LLP will be allowed to sale cigars, hookah, liquor and beer during the ancillary events of the Gulf Coast Challenge on the outer perimeter of the stadium on the property of Ladd-Pebble Stadium on October 2nd and October 3rd, 2025, between the hours of 8:00am to 10:30pm on the day of the event. El Jefe House of Cigars, LLP will be allowed to sale wine, liquor and beer during the Gulf Coast Challenge game in the stadium at Ladd-Pebble Stadium on October 4th, 2025, between the hours of 8:00am to 10:30pm on the day of the event. All services and sales will be within the guidelines of the laws of the State of Alabama, the City of Mobile, and the Alabama ABC Board.

Board of School Commissioners
Of Mobile County


Board of School Commissioners Representative

8-14-2025
Date

Brothers Working Together, LLC
DBA: If Coast Challenge


GCC Representative
8/14/2025
Date

El Jefe House of Cigars, LLP


El Jefe House of Cigars Representative
8/14/2025
Date

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of January 29, 2023, by and between Bridge Builder Management ("Landlord"), and El Jefe House of Cigars LLP ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Entire Building (the "Premises") located at 309 S Wilson Ave, Prichard, AL 36610.

TERM. The lease term will begin on October 01, 2023 and will terminate on June 01, 2028.

LEASE PAYMENTS. Tenant shall pay to Landlord annual installments of \$3,000.00, payable in advance on the fifth day of each month. Lease payments shall be made to the Landlord at 311 South Wilson Avenue, Prichard, Alabama 36610. The payment address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,000.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Cigar Lounge. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

FURNISHINGS. The following furnishings will be provided: The building will be furnished with bar equipment, humidor, furniture and all essentials to run the business. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PARKING. Tenant shall be entitled to use 2 parking space(s) for the parking of the Tenant's customers' /guests' motor vehicle(s).

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$250,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$500,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE.

Tenant's obligations for maintenance shall include:

- the sewer, water pipes, and other matters related to plumbing
- the air conditioning system
- Must keep building clean and operational during entire lease.
- all other items of maintenance not specifically delegated to Landlord under this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$250.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Bridge Builder Management
311 South Wilson Avenue
Prichard, Alabama 36610

TENANT:

El Jefe House of Cigars LLP
309 S Wilson Ave
Prichard, AL 36610

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
Bridge Builder Management

By: 

Tim Hale Jr, Member
Bridge Builder Management

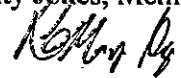
Date: 06/15/2023

TENANT:
El Jefe House of Cigars LLP

By: 

JaMonty Jones, Member

Date: 06/15/2023

By: 

Lemarcus Maye, Member

Date: 06/16/2023

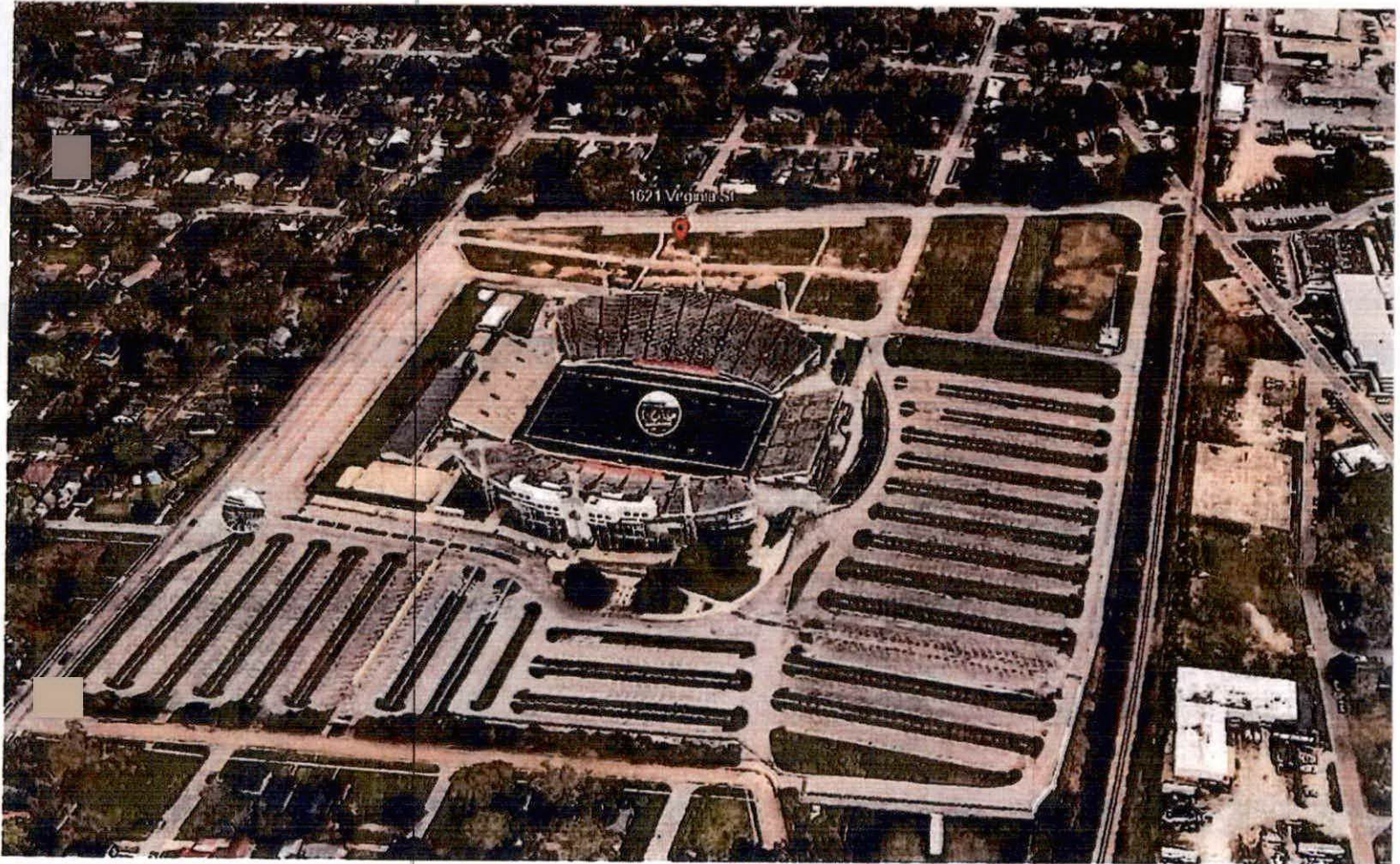


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) <i>LLP</i> ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☒ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name <i>E1 Jefe House of Cigars LLP</i>				Trade Name (DBA) <i>E1 Jefe House of Cigars</i>			
Company Physical Address (Street Address, Suite #) <i>1621 Virginia St</i>				City <i>mobile</i>	State <i>AL</i>	Zip Code <i>36610</i>	
Business Contact Person Information							
Name <i>309 S Wilson Ave</i>		Title <i>owner</i>	Phone	Email <i>ijonesae1jefehouseofcigars.015</i>			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage <i>12000</i>	Parking Provided <i>500+</i>	Parking Required <i>500+</i>	Compliance ☒	Zoning <i>B-3</i>	Approved ☒		
Comments <i>Lab stadium</i>							
Print Name <i>Jackson Taylor</i>		Signature <i>Jackson Taylor</i>			Date <i>9-16-2022</i>		





CAPITAL CONTRACT SUMMARY SHEET



September 10, 2025

Dear Councilmembers,

Attached for your review is a professional services design contract between the City of Mobile and Kimley-Horn and Associates, Inc. in the amount of \$65,516.37. The scope of this project is to design signal detection upgrades citywide. Please reference page 4 of the contract for a detailed list of intersections that span multi-districts. These intersections will be equipped with new AI camera systems to support ongoing traffic operation improvements across the City of Mobile. The project will also directly advance the objectives of Traffic Engineering's Regional Transportation and Operations Program (RTOP).

This project is funded through the Mobile MPO's Congestion Management Program using attributable funds at an 80/20 cost share, with the City's CIP funds providing the 20 percent local match.

We appreciate your attention to this important initiative and look forward to continuing progress. Should you have any questions, please contact Jennifer White or Adam Spence at (251) 208-2690, or email adam.spence@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'AS', with a long horizontal flourish extending to the right.

Adam Spence, P.E.

Assistant Director – Traffic Engineering

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Traffic Director: Jennifer White, P.E.

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:	Kimley-Horn and Associates, Inc.
PROJECT NAME:	Design of Signalized Intersection Improvements Citywide
PROJECT NO:	STPMB-MR25() & 2025-2060-08
AMOUNT:	\$65,516.37

Adopted:

City Clerk

Date



DESIGN PROFESSIONAL CONTRACT

CITY OF MOBILE

SIGNALIZED INTERSECTION IMPROVEMENTS CITY WIDE

**PROJECT NO. STPMB-MR25()
CITY OF MOBILE PROJECT NO. 2025-2060-08**

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.



DESIGN PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter called the “ENGINEER”).

This CONTRACT, including its Exhibits, attached hereto, all incorporated herein, represents the entire CONTRACT between ENGINEER and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this CONTRACT. ENGINEER and City acknowledge having read and understood this CONTRACT and hereby agree to be bound by its terms and conditions.

WHEREAS, **KIMLEY-HORN AND ASSOCIATES, INC.** is uniquely qualified in the business of professional engineering, design, and contract administration.

WHEREAS, the City of Mobile desires to engage **KIMLEY-HORN AND ASSOCIATES, INC.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services under separate contract with the CITY.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is KIMLEY-HORN AND ASSOCIATES, INC.

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

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

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

PROJECT – The project entails 22 signalized intersection improvements across the City of Mobile. The scope includes the preparation and submittal of a complete set of design plans in accordance with the Alabama Department of Transportation (ALDOT) *Local Public Agency (LPA) Manual* requirements, specifically for signal detection system upgrades at all signalized intersections within the defined project limits.

All design deliverables shall conform to the applicable standards and specifications of both the City of Mobile and ALDOT. The final submittal shall include, at a minimum: a complete plan set, contract documents, and associated bid administration documentation.

No topographic or boundary survey shall be required under this agreement, and all proposed work shall be confined to the existing public right-of-way (ROW).

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

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

II. SCOPE OF SERVICES TO BE PERFORMED

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

This scope of work includes preparation of traffic signal modification design documents for twenty-two (22) intersections throughout the City of Mobile. The modifications include the installation of traffic signal detection upgrades at the following intersections:

- Airport Boulevard at Glenwood Street
- Airport Boulevard at Pinehill Drive
- Airport Boulevard at Durham Drive
- Airport Boulevard at Florida Street/Grand Street
- Azalea Road at Japonica Lane
- Azalea Road at Burma Road
- Church Street at South Claiborn Street
- Congress Street at North Lafayette Street
- Demetropolis Road at North Demetropolis Road
- Downtowner Boulevard at Midmost Drive
- Dr. Martin Luther King Junior Avenue at Carstens Street
- Michael Boulevard at Downtowner Boulevard/Davidson High School Drive
- Michael Boulevard at Montlimar Drive
- Montlimar Drive at Home Depot Access
- Schillinger Road North at Howells Ferry Road
- Spring Hill Avenue at Tuthill Lane
- Spring Hill Avenue at McGregor Avenue
- Spring Hill Avenue at PFC John D New Street
- Texas Street at South Washington Avenue
- University Boulevard at Bear Fork Road
- University Boulevard at Mamora/Neighborhood Market
- Cody Road at Leflore Drive

The scope of work is divided into the following Tasks:

1. Kick-Off Meeting
2. Pre-Construction Field Inventory
3. Detection Layout Sheets- Construction Plan Set
4. Bid Assistance
5. Construction Administration Services

A. TASK 1 - KICK-OFF MEETING

The ENGINEER will prepare for, facilitate, and document a kick-off meeting with the TRAFFIC ENGINEER. Additionally, the ENGINEER will work with the TRAFFIC ENGINEER to schedule and attend up to one (1) meeting with relevant stakeholders if desired. The anticipated stakeholders include the CITY and ALDOT, but additional stakeholders may be included as the CITY deems appropriate.

B. TASK 2 – Pre-Construction Field Inventory

The ENGINEER will perform one (1) field visit to the project intersections to determine existing conditions and the optimal placement of the new detection system. The ENGINEER will also note the location of existing utilities to avoid potential conflicts during construction. The ENGINEER will not collect a full field survey.

C. TASK 3 – Detection Layout Sheets – Construction Plan Set

The ENGINEER will develop detector layout drawings on aerial imagery utilizing the information gathered during TASK 2. The detector layout drawings will be based on the existing traffic signal layout and will not include additional traffic signal strain/mast-arm poles, signal heads, or phasing modifications.

The ENGINEER will submit these detector layout sheets to the CITY for review. After obtaining review comments, the detector layout drawings will be modified and submitted for approval.

D. TASK 4 – Bid Assistance

Final construction plans shall be let to construction by the ENGINEER in cooperation with the CITY as follows:

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the CITY. CITY shall pay advertising costs outside of this contract.
- Distribute construction contract documents to prospective bidders.
- Supplement the contract documents by preparing addenda as appropriate.
- Facilitate a pre-bid conference prior to the project letting.
- Conduct the bid opening.
- Prepare bid tabulations.

- Evaluate bids and recommend award of the lowest responsive, responsible bidder to the CITY.
- Prepare construction contracts.
- Coordinate with the CITY as necessary.

E. TASK 5 – Construction Phase Services

The ENGINEER will visit each signal that the ENGINEER developed detector layout drawings for up to two (2) times during construction to observe the progress of construction. Such visits and observations by the ENGINEER are not intended to be exhaustive or to extend to every aspect of the CONTRACTOR's work. Observations are to be limited to spot checking, selective measurements, and similar methods of general observation. Based on information obtained during such visits, the ENGINEER will evaluate whether the CONTRACTOR's work is generally proceeding in accordance with the CITY's approved detector layout drawings, and the ENGINEER will keep the CITY informed of the general progress of the work.

III. TERM OF AGREEMENT

The Services are to be performed as of the date of execution by and between the Parties and continuing through May 14, 2026. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

IV. COMPENSATION

- A. Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services shall be made *only* in return for work actually performed toward completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Manday Fee Proposal, which is incorporated into this CONTRACT as **Exhibit A**. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the TRAFFIC ENGINEERING DIRECTOR.
- B. The City shall pay the ENGINEER for the services rendered hereunder and completed in accordance with the terms and conditions of this CONTRACT an amount not to exceed sixty-five thousand five hundred sixteen and 37/100 dollars (\$65,516.37) for the entire Project in accordance with **Exhibit A** Fee Schedule attached hereto and incorporated herein, upon the completion and acceptance thereof by the City or its duly authorized agent. If the contract price includes a contingency amount for unanticipated work within the scope of the

CONTRACT and may only be authorized at the discretion of the City's TRAFFIC ENGINEERING DIRECTOR.

- C. Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the CITY.
- D. For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:
 - 1. Direct Salary and Wages – Actual salary and wages paid to personnel while actually engaged in the performance of the work. All payments to the ENGINEER for professional engineering services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY.
 - 2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
 - 3. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
 - 4. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.

5. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed sixty-five thousand five hundred sixteen and 37/100 dollars (\$65,516.37)

- E. Failure to perform professional services shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.
- F. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.
- G. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.
- H. The ENGINEER'S invoices shall be in a form satisfactory to the TRAFFIC ENGINEERING DIRECTOR who shall initiate disbursements. The ENGINEER is responsible for providing all necessary documentation that may be required by the City.
- I. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENGINEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.
- J. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

V. ADDITIONAL SERVICES

If the City's TRAFFIC ENGINEERING DIRECTOR requires the ENGINEER to perform additional services related to this CONTRACT then the ENGINEER shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this CONTRACT by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this CONTRACT is executed by the City and the

ENGINEER. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the ENGINEER, the ENGINEER shall not be entitled to additional compensation.

VI. LIABILITY OF ENGINEER

The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements as specified in Exhibit B. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

ENGINEER shall procure and maintain insurance as specified in **Exhibit B**, City of Mobile Insurance Requirements, attached hereto and made a part of this CONTRACT.

VIII. RESPONSIBILITIES OF THE ENGINEER

- A. The personnel assigned by the Engineer to perform the services of this CONTRACT shall comply with the terms set forth in this CONTRACT. The Engineer shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Engineer's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Engineer agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Engineer warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Engineer), to solicit or secure this CONTRACT and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer; any

fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this CONTRACT.

- D. The Engineer shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- E. The ENGINEER shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this CONTRACT which shall be available and accessible at the Engineer's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- F. The ENGINEER is, and shall be, in the performance of all work, services and activities under this CONTRACT, an independent engineer. Engineer is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the Engineer's sole direction, supervision and control. The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the City shall be that of an independent engineer and not as employees of the City. The Engineer shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The ENGINEER specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this CONTRACT. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to ENGINEER all applicable information and technical data in City's possession or control reasonably requested by ENGINEER for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this CONTRACT, including, but not limited to: 1. Review of all ENGINEER payment requests for approval or rejection. 2. Periodic reviews of the

work of the ENGINEER as necessary for the completion of the ENGINEER's services during the period of this CONTRACT.

- D. The City shall not provide any services to the ENGINEER in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER's abandonment shall be as stated above. ENGINEER shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the ENGINEER's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER's work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER's

work not delivered or performed as represented in the ENGINEER's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER's failure or refusal to perform any other obligation under this Contract.

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this CONTRACT will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. ENGINEER agrees to waive all rights to trial by jury for any litigation undertaken concerning this CONTRACT.
- E. This CONTRACT and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the ENGINEER shall be required to continue its services and all other obligations under this CONTRACT during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STANDARD OF CARE

- A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this CONTRACT, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the CONTRACT, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards, provided that Engineer shall not be required to perform services beyond the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional (the "Standard of Care"). Upon City providing notice to ENGINEER as set out in a reasonably detailed written notice to cure

any non-conformance with the Standard of Care, within thirty (30) days of occurrence, ENGINEER agrees to re-perform the services to achieve commercially reasonable conformance with this Standard of Care.

XIV. SUSPENSION/STOP WORK ORDER

- A.** The City's Department Head may at any time, by written order to the ENGINEER, require the ENGINEER to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the ENGINEER. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The ENGINEER shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII A.
- B.** In the event the City determines to not direct the ENGINEER to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the ENGINEER to resume work within ninety (90) days, the ENGINEER may terminate this Contract.

XV. NOTICES

- A.** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the TRAFFIC ENGINEERING DIRECTOR or the Director's designated representative.
- B.** Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Traffic Engineering Director
As: City's Authorized Agent
852 Gayle Street
Mobile AL

ENGINEER:
Kimely-Horn and Associates, Inc.
c/o Seth Tibbs
As: ENGINEER's Authorized Agent
11 North Water Street, Suite 9290
Mobile, AL 36602

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

XVI. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XVII. EFFECT OF DEFAULT

Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue ENGINEER for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by ENGINEER and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving ENGINEER written notice of such termination.

XVIII. WITHHOLDING PAYMENT DUE

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

XIX. CURE PLAN

If ENGINEER fails to comply with any material provision of this CONTRACT, the City may issue a written notice requiring ENGINEER to submit a corrective action plan (CAP) within such time as City directs. If ENGINEER fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this CONTRACT.

XX. EFFECT OF DEFAULT ON FUTURE COMPETITIVE PROCUREMENT

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

XXI. PEER REVIEW/VALUE ENGINEERING

The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. ENGINEER shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, ENGINEER shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXII. ANTI-BOYCOTT

ENGINEER agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIII. NON-DISCRIMINATION

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

XXIV. COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER employs one or more employees within the State of Alabama, ENGINEER shall provide documentation establishing that ENGINEER is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

XXV. MISCELLANEOUS

- A.** This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.
- B.** The language of this CONTRACT shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C.** The parties hereto do not intend nor shall this CONTRACT be construed to grant any rights, privileges or interest to any third party.
- D.** Time is of the essence with regard to each and every aspect of the ENGINEER's performance under this Contract.
- E.** The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.
- F.** If the ENGINEER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.
- H.** If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.

- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or exhibits hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.
- M. Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between ENGINEER and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.
- N. Entire Agreement. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.
- Q. Amendment and Waiver. This CONTRACT may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this CONTRACT shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- U. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this CONTRACT or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- V. This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

XXVI. E-BUILDER

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

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

ENGINEER, KIMLEY-HORN AND ASSOCIATES, Inc.

BY: [Signature]
Its Authorized Agent

Date: 9-4-2025

Print Name: Charles H. Starling, III

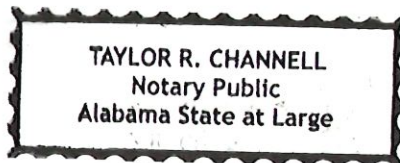
ACKNOWLEDGEMENT

The State of Alabama }
Baldwin County }

I, Taylor R. Channell, a Notary Public, in and for said County in said State, hereby certify that Charles H. Starling, whose name as Authorized Agent of Kimley-Horn, 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 4th day of September, 2025

(Seal)



Taylor R. Channell
Notary Public

My Commission Expires Aug. 03, 2026

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

Date: _____

EXHIBIT A: FEE SCHEDULE

EXHIBIT B: INSURANCE

EXHIBIT C: E-VERIFY DOCUMENTS

EXHIBIT A

On-Call Services	City of Mobile City-Wide CMP - Detection Upgrade Plans				
	Mobile				
	City of Mobile Detection Upgrade Plans				
	Detection Upgrade Plans and Field Visits				
Scope of Work	0.00 Miles				
Project Length					
Consultant Kimley-Horn					
TRAFFIC SIGNAL TIMING PLAN DEVELOPMENT					
	Sr. Engineer	Engineer II	Engineer I	Engineering Technician/CADD	QA/QC
Task 1 - Kick-Off Meeting					
Kick-Off Meeting	0.50	0.50	1.00	1.00	0.00
Task 2 - Pre-Construction Field Inventory					
Field Review	0.00	2.00	1.00	1.00	
Task 3 - Detection Layout Sheets					
3A - Sheet Development	0.50	0.50	4.00	6.00	0.00
3B - QC	1.00	1.00	1.00	0.00	0.00
3C - Comment Revision	1.00	0.50	3.00	5.00	0.00
Task 4 - Bid Assistance					
	1.00	2.50	2.00	1.00	0.00
Task 5 - Construction Administration Services					
	1.00	4.00	2.00	2.00	0.00
Task 1-5 Totals	5.00	11.00	14.00	16.00	0.00
TOTALS	5.00	11.00	14.00	16.00	0.00

Project No.	City of Mobile City-Wide CMP - Detection Upgrade Plans		
County	Mobile		
Description	City of Mobile Detection Upgrade Plans		
Scope of Work	Detection Upgrade Plans and Field Visits		
Project Length	Miles		
Consultant	Kimley-Horn		
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. Personnel)	4.60	\$ 453.92	\$ 2,088.03
Sr. Engineer	5.00	\$ 549.28	\$ 2,746.40
Engineer II	11.00	\$ 453.92	\$ 4,993.12
Engineer I	14.00	\$ 345.36	\$ 4,835.04
Engineering Technician/CADD	16.00	\$ 318.08	\$ 5,089.28
QA/QC	0.00	\$ 549.28	\$ -
	Total Direct Labor		\$ 19,751.87
Combined Overhead (%)	196.29		\$ 38,770.95
Out-of-Pocket Expenses**			\$ 840.00
	Sub-Total		\$ 59,362.82
Operating Margin (10%)			\$ 5,936.28
	Sub-Total		\$ 65,299.10
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Traffic Data Collection			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 65,299.10
Facilities Capital Cost of Money (% of Direct Labor)	1.10		\$ 217.27
	TOTAL FEE		\$ 65,516.37
**See Grand Total Fee sheet			

EXHIBIT B

INSURANCE Design Professional Contract

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, and shall attach to this contract, as proof thereof, a certificate of said insurance. Pursuant to § 41-9A-3, Ala. Code (1975) design professionals are not required to list any other party, person, or entity as an additional insured on design professional liability insurance policy of professional liability insurance.

A. For the duration of this Agreement, Contractor shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

EXHIBIT C – E-Verify Documents



CAPITAL CONTRACT SUMMARY SHEET



September 10, 2025

Dear Councilmembers,

Attached for your review is a professional services design contract between the City of Mobile and Kimley-Horn and Associates, Inc. in the amount of \$62,703.42. The scope of this project is to design signal detection upgrades along Old Shell Road from Parkway West to Ann Street. These intersections will be equipped with new AI camera systems to support ongoing traffic operation improvements across the City of Mobile. The project will also directly advance the objectives of Traffic Engineering's Regional Transportation and Operations Program (RTOP).

This project is funded through the Mobile MPO's Congestion Management Program using attributable funds at an 80/20 cost share, with the City's CIP funds providing the 20 percent local match.

We appreciate your attention to this important initiative and look forward to continuing progress. Should you have any questions, please contact Jennifer White or Adam Spence at (251) 208-2690, or email adam.spence@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'Adam Spence', with a long horizontal flourish extending to the right.

Adam Spence, P.E.

Assistant Director – Traffic Engineering

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Traffic Director: Jennifer White, P.E.

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:	Kimley-Horn and Associates, Inc.
PROJECT NAME:	Design of Signalized Intersection Improvements on Old Shell Road from Parkway West to Ann St.
PROJECT NO:	STPMB-4925() & 2025-2060-07
AMOUNT:	\$62,703.42

Adopted:

City Clerk

Date



DESIGN PROFESSIONAL CONTRACT

CITY OF MOBILE

**SIGNALIZED INTERSECTION IMPROVEMENTS
ON OLD SHELL ROAD**

**PROJECT NO. STPMB-4925()
CITY OF MOBILE PROJECT NO. 2025-2060-07**

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.



DESIGN PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter called the “ENGINEER”).

This CONTRACT, including its Exhibits, attached hereto, all incorporated herein, represents the entire CONTRACT between ENGINEER and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this CONTRACT. ENGINEER and City acknowledge having read and understood this CONTRACT and hereby agree to be bound by its terms and conditions.

WHEREAS, **KIMLEY-HORN AND ASSOCIATES, INC.** is uniquely qualified in the business of professional engineering, design, and contract administration.

WHEREAS, the City of Mobile desires to engage **KIMLEY-HORN AND ASSOCIATES, INC.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services under separate contract with the CITY.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is KIMLEY-HORN AND ASSOCIATES, INC.

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

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

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

PROJECT – The project entails signalized intersection improvements along Old Shell Road, extending from Parkway Street West to Ann Street. The scope includes the preparation and submittal of a complete set of design plans in accordance with the Alabama Department of Transportation (ALDOT) *Local Public Agency (LPA) Manual* requirements, specifically for signal detection system upgrades at all signalized intersections within the defined project limits.

All design deliverables shall conform to the applicable standards and specifications of both the City of Mobile and ALDOT. The final submittal shall include, at a minimum: a complete plan set, contract documents, and associated bid administration documentation.

No topographic or boundary survey shall be required under this agreement, and all proposed work shall be confined to the existing public right-of-way (ROW).

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

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

II. SCOPE OF SERVICES TO BE PERFORMED

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

This scope of work includes preparation of traffic signal modification design documents for thirteen (13) intersections along Old Shell Road from Parkway West to North Ann Street. The modifications include the installation of traffic signal detection upgrades at the following intersections:

- Old Shell Road at Parkway West
- Old Shell Road at Ridgelawn Drive East
- Old Shell Road at 22 State Bank/Spring Hill Village
- Old Shell Road at Tuthill Lane
- Old Shell Road at I-65 Service Roads
- Old Shell Road at North Sage Avenue
- Old Shell Road at New Shiloh Avenue
- Old Shell Road at Mobile Street North
- Old Shell Road at North Florida Street
- Old Shell Road at Kenneth Street
- Old Shell Road at North Catherine Street
- Old Shell Road at North Lafayette Street
- Old Shell Road at North Ann Street

The scope of work is divided into the following Tasks:

1. Kick-Off Meeting
2. Pre-Construction Field Inventory
3. Detection Layout Sheets – Construction plan development
4. Bid Assistance
5. Construction Administration Services

A. TASK 1 - KICK-OFF MEETING

The ENGINEER will prepare for, facilitate, and document a kick-off meeting with the TRAFFIC ENGINEER. Additionally, the ENGINEER will work with the TRAFFIC ENGINEER to schedule and attend up to one (1) meeting with relevant stakeholders if desired. The anticipated stakeholders include

the CITY and ALDOT, but additional stakeholders may be included as the CITY deems appropriate.

B. TASK 2 – Pre-Construction Field Inventory

The ENGINEER will perform one (1) field visit to the project intersections to determine existing conditions and the optimal placement of the new detection system. The ENGINEER will also note the location of existing utilities to avoid potential conflicts during construction. The ENGINEER will not collect a full field survey.

C. TASK 3 – Detection Layout Sheets – Construction Plan Development

The ENGINEER will develop detector layout drawings on aerial imagery utilizing the information gathered during TASK 2. The detector layout drawings will be based on the existing traffic signal layout and will not include additional traffic signal strain/mast-arm poles, signal heads, or phasing modifications.

The ENGINEER will submit these detector layout sheets to the CITY for review. After obtaining review comments, the detector layout drawings will be modified and submitted for approval.

D. TASK 4 – Bid Assistance

Final construction plans shall be let to construction by the ENGINEER in cooperation with the CITY as follows:

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the CITY. CITY shall pay advertising costs outside of this contract.
- Distribute construction contract documents to prospective bidders.
- Supplement the contract documents by preparing addenda as appropriate.
- Facilitate a pre-bid conference prior to the project letting.
- Conduct the bid opening.
- Prepare bid tabulations.
- Evaluate bids and recommend award of the lowest responsive, responsible bidder to the CITY
- Prepare construction contracts.
- Coordinate with the CITY as necessary.

E. TASK 5 – Construction Phase Services

The ENGINEER will visit each signal that the ENGINEER developed detector layout drawings for up to two (2) times during construction to observe the progress of construction. Such visits and observations by the ENGINEER are not intended to be exhaustive or to extend to every aspect of the CONTRACTOR's work. Observations are to be limited to spot checking, selective measurements, and similar methods of general observation. Based on information obtained during such visits, the ENGINEER will evaluate whether the CONTRACTOR's work is generally proceeding in accordance with the CITY's approved detector layout drawings, and the ENGINEER will keep the CITY informed of the general progress of the work.

III. TERM OF AGREEMENT

The Services are to be performed as of the date of execution by and between the Parties and continuing through May 14, 2026. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

IV. COMPENSATION

- A. Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services shall be made *only* in return for work actually performed toward completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Manday Fee Proposal, which is incorporated into this CONTRACT as **Exhibit A**. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the TRAFFIC ENGINEERING DIRECTOR.
- B. The City shall pay the ENGINEER for the services rendered hereunder and completed in accordance with the terms and conditions of this CONTRACT an amount not to exceed sixty-two thousand seven hundred and three and 42/100 dollars (\$62,703.42) for the entire Project in accordance with **Exhibit A** Fee Schedule attached hereto and incorporated herein, upon the completion and acceptance thereof by the City or its duly authorized agent. If the contract price includes a contingency amount for unanticipated work within the scope of the CONTRACT and may only be authorized at the discretion of the City's TRAFFIC ENGINEERING DIRECTOR.
- C. Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10)

percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the CITY.

- D. For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

1. Direct Salary and Wages – Actual salary and wages paid to personnel while actually engaged in the performance of the work. All payments to the ENGINEER for professional engineering services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

3. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

4. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.

5. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed sixty-two thousand seven hundred and three and 42/100 dollars (\$62,703.42)

- E. Failure to perform professional services shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

- F. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.
- G. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.
- H. The ENGINEER'S invoices shall be in a form satisfactory to the TRAFFIC ENGINEERING DIRECTOR who shall initiate disbursements. The ENGINEER is responsible for providing all necessary documentation that may be required by the City.
- I. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENGINEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.
- J. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

V. ADDITIONAL SERVICES

If the City's TRAFFIC ENGINEERING DIRECTOR requires the ENGINEER to perform additional services related to this CONTRACT then the ENGINEER shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this CONTRACT by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this CONTRACT is executed by the City and the ENGINEER. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the ENGINEER, the ENGINEER shall not be entitled to additional compensation.

VI. LIABILITY OF ENGINEER

The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements as specified in Exhibit B. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

ENGINEER shall procure and maintain insurance as specified in **Exhibit B**, City of Mobile Insurance Requirements, attached hereto and made a part of this CONTRACT.

VIII. RESPONSIBILITIES OF THE ENGINEER

- A. The personnel assigned by the Engineer to perform the services of this CONTRACT shall comply with the terms set forth in this CONTRACT. The Engineer shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Engineer's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Engineer agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Engineer warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Engineer), to solicit or secure this CONTRACT and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this CONTRACT.
- D. The Engineer shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

- E. The ENGINEER shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this CONTRACT which shall be available and accessible at the Engineer's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- F. The ENGINEER is, and shall be, in the performance of all work, services and activities under this CONTRACT, an independent engineer. Engineer is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the Engineer's sole direction, supervision and control. The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the City shall be that of an independent engineer and not as employees of the City. The Engineer shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The ENGINEER specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this CONTRACT. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to ENGINEER all applicable information and technical data in City's possession or control reasonably requested by ENGINEER for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this CONTRACT, including, but not limited to: 1. Review of all ENGINEER payment requests for approval or rejection. 2. Periodic reviews of the work of the ENGINEER as necessary for the completion of the ENGINEER's services during the period of this CONTRACT.
- D. The City shall not provide any services to the ENGINEER in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER's abandonment shall be as stated above. ENGINEER shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the ENGINEER's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER's work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER's work not delivered or performed as represented in the ENGINEER's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER's failure or refusal to perform any other obligation under this Contract.

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this CONTRACT will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. ENGINEER agrees to waive all rights to trial by jury for any litigation undertaken concerning this CONTRACT.
- E. This CONTRACT and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the ENGINEER shall be required to continue its services and all other obligations under this CONTRACT during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STANDARD OF CARE

- A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this CONTRACT, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the CONTRACT, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards, provided that Engineer shall not be required to perform services beyond the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional (the "Standard of Care"). Upon City providing notice to ENGINEER as set out in a reasonably detailed written notice to cure any non-conformance with the Standard of Care, within thirty (30) days of occurrence, ENGINEER agrees to re-perform the services to achieve commercially reasonable conformance with this Standard of Care.

XIV. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head may at any time, by written order to the ENGINEER, require

the ENGINEER to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the ENGINEER. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The ENGINEER shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII A.

- B. In the event the City determines to not direct the ENGINEER to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the ENGINEER to resume work within ninety (90) days, the ENGINEER may terminate this Contract.

XV. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the TRAFFIC ENGINEERING DIRECTOR or the Director's designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Traffic Engineering Director
As: City's Authorized Agent
852 Gayle Street
Mobile AL

ENGINEER:
Kimley-Horn and Associates, Inc.
c/o Seth Tibbs
As: ENGINEER's Authorized Agent
11 North Water Street, Suite 9290
Mobile, AL 36602

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

XVI. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with

the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XVII. EFFECT OF DEFAULT

Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue ENGINEER for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by ENGINEER and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving ENGINEER written notice of such termination.

XVIII. WITHHOLDING PAYMENT DUE

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

XIX. CURE PLAN

If ENGINEER fails to comply with any material provision of this CONTRACT, the City may issue a written notice requiring ENGINEER to submit a corrective action plan (CAP) within such time as City directs. If ENGINEER fails to provide an acceptable CAP or does not cure

the breach within the time frame specified, the City may invoke additional sanctions or terminate this CONTRACT.

XX. EFFECT OF DEFAULT ON FUTURE COMPETITIVE PROCUREMENT

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

XXI. PEER REVIEW/VALUE ENGINEERING

The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. ENGINEER shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, ENGINEER shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXII. ANTI-BOYCOTT

ENGINEER agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIII. NON-DISCRIMINATION

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

XXIV. COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER employs one or more employees within the State of Alabama, ENGINEER shall provide documentation establishing that ENGINEER is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

XXV. MISCELLANEOUS

- A.** This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.
- B.** The language of this CONTRACT shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C.** The parties hereto do not intend nor shall this CONTRACT be construed to grant any rights, privileges or interest to any third party.
- D.** Time is of the essence with regard to each and every aspect of the ENGINEER's performance under this Contract.
- E.** The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.
- F.** If the ENGINEER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.
- H.** If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.
- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.
- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or exhibits hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

- M. Preparation of CONTRACT.** All provisions of this CONTRACT have been subject to full and careful review by and negotiation between ENGINEER and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.
- N. Entire Agreement.** This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect.** The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts.** This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.
- Q. Amendment and Waiver.** This CONTRACT may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights.** Failure by the City to enforce any provision of this CONTRACT shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity.** Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- U. NON-ASSIGNMENT.** The City and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this CONTRACT or the license

or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

- V. This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

XXVI. E-BUILDER

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

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

ENGINEER, KIMLEY-HORN AND ASSOCIATES, Inc.

BY: [Signature]
Its Authorized Agent

Date: 9-4-2025

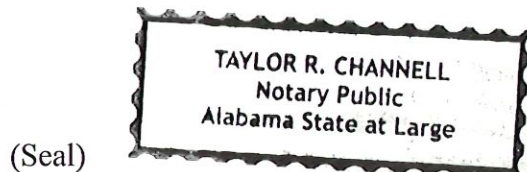
Print Name: Charles H. Starling, III

ACKNOWLEDGEMENT

The State of Alabama }
Baldwin County }

I, Taylor R. Channell, a Notary Public, in and for said County in said State, hereby certify that Charles H. Starling, whose name as Authorized Agent of Kimley-Horn, 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 4th day of September, 2025



Taylor R Channell
Notary Public

My Commission Expires Aug. 03, 2026

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

Date: _____

EXHIBIT A: FEE SCHEDULE

EXHIBIT B: INSURANCE

EXHIBIT C: E-VERIFY DOCUMENTS

EXHIBIT A

On-Call Services		Old Shell Road CMP - Detection Upgrade Plans
		Mobile
		City of Mobile Detection Upgrade Plans
	Scope of Work	Detection Upgrade Plans and Field Visits
	Project Length	0.00 Miles

Consultant Kimley-Horn					
TRAFFIC SIGNAL TIMING PLAN DEVELOPMENT	Sr. Engineer	Engineer II	Engineer I	Engineering Techn	QA/QC
Task 1 - Kick-Off Meeting					
Kick-Off Meeting	0.50	0.50	1.00	1.00	0.00
Task 2 - Pre-Construction Field Inventory					
Field Review	0.00	2.00	1.00	1.00	0.00
Task 3 - Detection Layout Sheets					
3A - Sheet Development	0.50	0.50	3.00	5.00	0.00
3B - QC	1.00	1.00	1.00	0.00	0.00
3C - Comment Revision	1.00	0.50	3.00	5.00	0.00
Task 4 - Bid Assistance					
	1.00	2.50	2.00	1.00	
Task 5 - Construction Administration Services					
	1.00	4.00	2.00	2.00	0.00
Task 1-5 Totals	5.00	11.00	13.00	15.00	0.00
TOTALS	5.00	11.00	13.00	15.00	0.00

Project No.	Old Shell Road CMP - Detection Upgrade Plans		
County	Mobile		
Description	City of Mobile Detection Upgrade Plans		
Scope of Work	Detection Upgrade Plans and Field Visits		
Project Length	Miles		
Consultant Kimley-Horn			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. Personnel)	4.40	\$ 453.92	\$ 1,997.25
Sr. Engineer	5.00	\$ 549.28	\$ 2,746.40
Engineer II	11.00	\$ 453.92	\$ 4,993.12
Engineer I	13.00	\$ 345.36	\$ 4,489.68
Engineering Technician/CADD	15.00	\$ 318.08	\$ 4,771.20
QA/QC	0.00	\$ 549.28	\$ -
	Total Direct Labor		\$ 18,997.65
Combined Overhead (%)	196.29		\$ 37,290.49
Out-of-Pocket Expenses**			\$ 525.00
	Sub-Total		\$ 56,813.14
Operating Margin (10%)			\$ 5,681.31
	Sub-Total		\$ 62,494.45
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Traffic Data Collection			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 62,494.45
Facilities Capital Cost of Money (% of Direct Labor)	1.10		\$ 208.97
	TOTAL FEE		\$ 62,703.42
**See Grand Total Fee sheet			

EXHIBIT B

INSURANCE Design Professional Contract

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, and shall attach to this contract, as proof thereof, a certificate of said insurance. Pursuant to § 41-9A-3, Ala. Code (1975) design professionals are not required to list any other party, person, or entity as an additional insured on design professional liability insurance policy of professional liability insurance.

A. For the duration of this Agreement, Contractor shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

EXHIBIT C – E-Verify Documents



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve proposed Bid award & contract for service/filling & rental of M & D medical oxygen cylinders.

Amount of Contract:

N/A, as needed at item-based unit pricing.

Funding Source

General fund

ATTACHMENTS:

1. 20250916 Nexair Fuel Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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: Scott Collins
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid and Contract for Approval for Medical Oxygen for MFRD

PURPOSE & SCOPE OF PROJECT:

Approve proposed Bid award & contract for service/filling & rental of M & D medical oxygen cylinders.
Prices per cylinder filled/exchanged, per site visit, and per cylinder/month rental fee for all cylinders in
City inventory. Prices good for 6-months, renewable for 5 addl 6-month periods. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

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

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 5984

How many bidders received bid packages (if applicable): 5 +Internet

How many bidders submitted bids (if applicable): 3

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

Potential low bid did not submit required sample billing statement - bid was non-responsive.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue the attached contract for, the below proposed Bid Award, to the designated vendor for the specified item at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to place orders as needed without further approval or other action by the City Council. The Bid Award contract may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5984	Medical Oxygen service, filling, & rental of M & D medical oxygen cylinders.	8	\$65 per site visit; \$15 per refill of M cylinder; \$5.00 per refill of D cylinder; \$6.02 per month rental per cylinder in City inventory	Six months renewable for five additional six-month periods.	<u>(299943) nexAir LLC</u>

Adopted:

City Clerk

**CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633**

September 16, 2025

**NEXAIR, LLC
1350 CONCOURSE AVENUE
MEMPHIS TN 38104**

REFERENCE: Bid #5984

This letter is to inform you that The City of Mobile awards to Nexair, LLC the following items listed on **Bid #5984** for **Medical Oxygen** for six months to **April 1, 2026**. Both parties also agree to extend the award for an additional six months to **October 1, 2026**. This bid is awarded in accordance with Alabama Code 41-16-50 B4.

- Medical Oxygen M cylinder
- Medical Oxygen D cylinder

Prices will remain firm through **October 1, 2026**. Upon mutual consent this award may be extended for up to four additional six-month periods through October 1, 2028.

City agrees that Delivery Fee, Hazmat Fee, Fuel Surcharge Fee, Monthly Rental Fees, and tracking fee as cited in Bid #5984 to be paid by City as follows:

Every weekly bill will have the following charges for each delivery point as follows:

M Cylinder fee per cylinder delivered of \$15.00 each
D Cylinder fee per cylinder delivered of \$ 5.00 each
Delivery Fee per site delivery visit of \$40.00
Hazmat Fee per site delivery visit of \$ 10.00
Fuel Surcharge Fee per site delivery visit of \$ 15.00

Every Monthly rental invoice will incur the charges as follows:

Rental Fee for M Cylinder held by City of \$ 6.00 each
Rental Fee for D Cylinder held by City of \$ 6.00 each
Tracking Fee for each Cylinder held by City of \$0.02 each

Your program manager (PM) for services under this agreement will be the Mobile Fire Rescue Department. City PM will place delivery orders via electronic mail for delivery only to the agreed 3 City Fire facilities referenced in Bid 5984. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to purchasing@cityofmobile.org.

If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or purchasing@cityofmobile.org.

All other City purchases other than the items indicated above, or services, will be made only by separate individual Purchase Order or separate contract award letter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

JP/sl

**BID TABULATION FOR BID #5984
MEDICAL OXYGEN SUPPLY**

Line	Vendor	BID	DELIVERY FEE	FUEL SURCHARGE FEE	HAZ MAT FEE	PRODUCT DESCRIPTION	M CYLINDER	D CYLINDER	MOCK UP OF BILLING SPECIFICATION SUBMITTED	RENTAL FEE M CYLINDER	RENTAL FEE D CYLINDER	RENT NOTES	TRACKING
*	AIRGAS	YES	\$ -	\$ -	\$ -	\$ -	\$ 23.55	\$ 11.42	NO	\$ 0.25	\$ 0.30	RENT IS PER DAY	\$ -
	SOUTHERN GAS AND SUPPLY	YES	\$ 15.00	\$ -	\$ 10.00	Medical Oxygen	\$ 44.00	\$ 23.00	YES	\$ 5.00	\$ 5.00	RENT IS PER MONTH	\$ -
	NEXTAIR	YES	\$ 40.00	\$ 15.00	\$ 10.00	Medical Oxygen	\$ 15.00	\$ 5.00	YES	\$ 6.00	\$ 6.00	RENT IS PER MONTH	\$ 0.02
	WESCO	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

* INDICATES THAT BID SPECIFICATIONS WERE NOT MET IN BID SUBMISSION BID STATED THAT BILLING EXAMPLE MUST BE SUBMITTED WITH BID

BID SHEET

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

005

Typed by:

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/29/2025	5984	FIRE	To Be Specified

12:01 PM, Tuesday, September 9, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	MEDICAL OXYGEN SUPPLY Vendor to provide Medical Oxygen to the City of Mobile in “D” and “M” aluminum cylinders as per the following and attached specifications. Vendor shall provide filled medical oxygen cylinders to Fire Stations and other locations on regular weekly scheduled deliveries or on an as-needed basis when requested. Such as-needed deliveries may include major fires, storms, or disasters and may be to locations other than Mobile Fire Stations. VENDOR SHALL PROVIDE NEW ALUMINUM CYLINDERS AT THE START OF THE CONTRACT, and at the conclusion all aluminum cylinders shall remain the property of the vendor. AT NO TIME WILL STEEL CYLINDERS BE ALLOWED. Cylinder Requirements - Starting Inventory: •approx 30-50 “M” Cylinders • approx. 120-150 “D” Cylinders - All “D” cylinders must be equipped with an Integrated Valve Regulator (IVR). - Compliance with all relevant safety and maintenance standards is mandatory.					
			TOTAL			

Page 1 of 6

TOTAL

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6 The vendor shall be responsible for servicing and maintaining the oxygen cylinders. The vendor is responsible for oxygen refill, performing all hydrostatic tests, valve repairs, seals, replacement of handles, and regular damage repair or replacement. The City will pay no charges relating to normal wear or servicing of the cylinders, nor for any repairs due to normal wear and tear. The City will install or connect cylinders to City-owned vehicles or equipment. Vendor shall deliver full cylinders and pick up empty cylinders for the Fire Stations/locations as follows, and shall leave cylinders in a safe or designated location. OPTION A IS ONLY 3 LOCATIONS <u>The following are the normal weekly delivery locations ONLY for OPTION A:</u> Crichton Station 200 Davenport Ave Charles McCosker Fire Station 1275 Azalea Road Public Safety Complex 8080 Airport Boulevard. OPTION B IS ONLY 12 LOCATIONS <u>The following are the normal weekly delivery locations ONLY for OPTION B:</u> Crichton Station 200 Davenport Ave Charles McCosker Fire Station 1275 Azalea Road Public Safety Complex 8080 Airport Boulevard. Lloyd J Freeman Fire Station 6801 Overlook Rd Central Fire Station 701 St Francis Street M.S. Tapia Fire Station 4710 Airport Blvd H.H. Edwards, Jr Fire Station 2525 Hillcrest Road Douglas A. Melton Fire Station 57 S. Lafayette St Tolminville Fire Station 2062 Dr. Martin Luther King Jr Avenue Louis B. Lathan Fire Station 1951 S Maryvale St C. Dan Sirmon Fire Station 2711 Airport Blvd Edward A. Berger Fire Station 7050 Old Military Road Right to Adjust Delivery Locations The City reserves the right to add or remove delivery locations during the					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 course of this contract. Option A shall not exceed four (4) locations, and Option B shall not exceed twelve (12) locations. In the event of a major disaster or catastrophic event, the City may temporarily adjust or expand delivery locations as necessary for the duration of the event. Billing Requirements The vendor will establish a Master Account for the City of Mobile with sub-accounts for each delivery location. Each invoice shall include the delivery location address and account number. - Product invoices shall be billed after each delivery. - Rental/lease fees shall be billed once per month. - Vendor shall maintain and submit a monthly cylinder audit (tracking all ordered, delivered, and returned cylinders). - Vendor’s bid must include an example invoice demonstrating how charges will be itemized (cylinder charges, rental fees, delivery stops, etc.). - Invoices must be clear, easy to understand, and leave no room for misinterpretation of amounts used or amounts owed. Vendor shall provide delivery tickets that include the printed name of the receiving City employee, their signature, station number, and employee number. The City will not process any paperwork that does not contain all of these elements. CITY REQUIRES A COPY OF THE MOCK-UP OF VENDORS BILL TO ACCOMPANY THIS BID SUBMISSION. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information May be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 482 of 742

Page_____ of _____

Page 483 of 742

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 6 This bid to be awarded for a one (1) year period. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) periods. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or email: purchasing@cityofmobile.org. TO BE AWARDED PER OPTION ONLY All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Pricing to be firm for a six (6) month period following award, and may be extended to two (2) six-month periods.					
					TOTAL	

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Cummins Mid-South LLC for fuel pump and engine gasket replacements for 2017 Rosenbauer Fire pumper truck for MFRD.

Amount of Contract:

\$25,795.05

Funding Source

General fund.

ATTACHMENTS:

1. 20250916 Cummins Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Cumins Mid-South LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cummins Mid-South LLC for fuel pump and engine gasket replacements for 2017 Rosenbauer Fire pumper truck for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,795.05

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 orders 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>29016</u>	2025	(1510) FIRE ADMINISTRATION	REPLACE FUEL PUMP AND ENGINE GASKETS FOR 2017 ROSENBAUER FIRE PUMPER TRUCK (PRICE BELOW BID REQUIREMENT)	\$25,795.05	<u>(38450)</u> <u>CUMMINS MID-SOUTH LLC</u>

Adopted:

City Clerk

=====	=====
Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029016-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved
	Page 1
=====	=====

Vendor
CUMMINS MID-SOUTH LLC
1924 E I-65 SERVICE RD N

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36617

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-706-2739
Fax 251-452-6419

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
-----	-----	-----	-----	-----	-----
08/25/25	038450				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
001 E-20 / asset 75140; PARTS; PER REVISED QUOTE 119602	1.00 EACH	13720.55000	13720.55

1 1000.30.15.1510.1522.1510.0000.0000.45050. 13720.55

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 E-20 / asset 75140; LABOR; PER REVISED QUOTE 119602	1.00 EACH	12074.50000	12074.50
--	--------------	-------------	----------

1 1000.30.15.1510.1522.1510.0000.0000.45050. 12074.50

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029016-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved
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Page 2

Vendor
 CUMMINS MID-SOUTH LLC
 1924 E I-65 SERVICE RD N

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36617

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-706-2739
 Fax 251-452-6419

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
08/25/25	038450				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 25795.05

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	25795.05	393116.54
FIRE SUPPRESSION DIV EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Rejected	08/21/25	STEVEN KRONINGER	repairs paid on 25012740 showi
Approved	08/25/25	DONALD ROSE	Auto approved by: 910519540
Approved	08/25/25	SANDRA LEWIS	Auto approved by: 910519540
Approved	08/25/25	STEVEN KRONINGER	
Approved	08/25/25	JOHNNIE HARRUB	Auto approved by: 910519540
Approved	08/25/25	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	08/25/25	ANNE FOLEY	Auto approved by: 910519540
Approved	08/25/25	JOHN PAINE	Auto approved by: 910519540

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Environmental Systems Research for annual renewal of software and support services for City Geographic Information System.

Amount of Contract:

\$78,295.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250915 ESRI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Environmental Systems Research Institute Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Environmental Systems Research for annual renewal of software and support services for City Geographic Information System.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$78,295.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software, professional services.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>29509</u>	2025	(5010) GEOGRAPHIC INFO SYSTEMS	ANNUAL RENEWAL OF SOFTWARE AND SUPPORT SERVICES FOR CITY GEOGRAPHIC INFORMATION SYSTEM (BID EXEMPT AS SOFTWARE AND PROFESSIONAL SERVICES)	\$78,295.00	<u>(50080)</u> <u>ENVIRONMENTAL</u> <u>SYSTEMS</u> <u>RESEARCH</u> <u>INSTITUTE</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00029509-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	STOOTS@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Date Vendor Date Ship Terms Department
Ordered Number Required Via

08/26/25 050080 GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	#11010, 162037 Start Date: 11/01/2025 End Date: 10/31/2026			
1	1000.10.23.5010.5010.5000.0000.0000.42115.			2965.00
	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			
	Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			
003	ArcGIS Online Mobile worker User Type Annual Subscription, 12010, 165533. Start Date: 11/01/2025 End Date: 10/31/2026 Subscription ID: 3391931615	25.00 EACH	400.00000	10000.00
1	1000.10.23.5010.5010.5000.0000.0000.42115.			10000.00

=====	=====
Bill To	Requisition 00029509-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	STOOTS@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

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Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
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08/26/25	050080
	GEOGRAPHIC INFO SYSTEMS
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LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

004	13010, 195139. ArcGIS Online Creator User Type Annual Subscription (Desktop Migration), 13010, 195139. Start Date: 11/01/2025 End Date: 10/31/2026 Subscription ID: 3391931615	25.00 EACH	550.00000	13750.00
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1	1000.10.23.5010.5010.5000.0000.0000.42115.			13750.00
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Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Deliver To
 GIS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029509-00 FY 2025 Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 STOOTSK@CITYOFMOBILE.ORG
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Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/26/25	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			

005	ArcGIS Online Professional Plus User Type Annual Subscription (Desktop Migration), 14010, 195141. Start Date: 11/01/2025 End Date: 10/31/2026 Subscription ID: 3391931615	10.00 EACH	2440.00000	24400.00
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1	1000.10.23.5010.5010.5000.0000.0000.42115.			24400.00
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Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

006	ArcGIS 3D Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription (Desktop Migration) ITEM #15010,	2.00 EACH	405.00000	810.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029509-00 FY 2025 Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 STOOTSK@CITYOFMOBILE.ORG
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Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/26/25	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	195142. Start Date: 11/01/2025 End Date: 10/31/2026 Subscription ID: 3391931615			
1	1000.10.23.5010.5010.5000.0000.0000.42115.			810.00
	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			
007	16010, 195146. ArcGIS Network Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription (Desktop Migration) ITEM #16010, 195146. Start Date: 11/01/2025 End Date: 10/31/2026 Subscription ID: 3391931615	2.00 EACH	405.00000	810.00
1	1000.10.23.5010.5010.5000.0000.0000.42115.			810.00

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Bill To	Requisition 00029509-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
=====	=====

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	STOOTS@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

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Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
08/26/25	050080
	GEOGRAPHIC INFO SYSTEMS
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

008 17010, 195149. ArcGIS Spatial	2.00	405.00000	810.00
Analyst for ArcGIS Online Creator	EACH		
or Professional User Type Annual			
Subscription (Desktop Migration)			
ITEM #17010, 195149. Start Date:			
11/01/2025 End Date: 10/31/2026			
Subscription ID: 3391931615			

1 1000.10.23.5010.5010.5000.0000.0000.42115.	810.00
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Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029509-00 FY 2025 Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 7

Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 STOOTSK@CITYOFMOBILE.ORG
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Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/26/25	050080				GEOGRAPHIC INFO SYSTEMS

LN Description / Account	Qty	Unit Price	Net Price
GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			

Requisition Link

Requisition Total 78295.00

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

Account	Amount	Remaining Budget
1000.10.23.5010.5010.5000.0000.0000.42115.		
GIS EXP	78295.00	4999.46
SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	09/14/25	DONALD ROSE	Auto approved by: 9105fola
Approved	09/14/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	09/14/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	09/14/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	09/14/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	09/14/25	ANNE FOLEY	
Approved	09/14/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Hardy Chevrolet Buick GMC for 40 2026 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$2,047,470.40

Funding Source

General fund.

ATTACHMENTS:

1. 20250918 Hardy2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Hardy Chevrolet Buick GMC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for 40 2026 Chevrolet Tahoe
PPV SUVs for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$2,047,470.40

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5971

How many bidders received bid packages (if applicable): 10 +web

How many bidders submitted bids (if applicable): 3

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

Low bid did not meet specifications

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>28269</u>	2025	(F7000) MOTOR POOL	40 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5971)	\$2,047,470.40	<u>(299517) HARDY</u> <u>CHEVROLET</u> <u>BUICK GMC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028269-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: Status: Released
--	--

Page 1

Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299517				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRONT SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE VENDOR TO PROVIDE 2026 CHEVROLET PPV AS PER CITY OF MOBILE BID #5971 AND YOUR QUOTE Additional Description Notes	40.00 EACH	51186.76000	2047470.40

2025 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRONT SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE

AS REQUESTED BY 1530-POLICE DEPT.

1 1000.30.15.1530.1532.1530.0000.0000.45040.	2047470.40
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028269-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor
 HARDY CHEVROLET BUICK GMC
 1249 CHARLES HARDY PARKWAY

DALLAS, GA 30157

Tel#2563307280
 Fax 7704459659

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

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299517				MOTOR POOL

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 2047470.40

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.45040.	2047470.40	34804.24
FIELD OPERATIONS DIV EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
CCancelled	09/17/25	JOHN PAINE	GL Allocation changed
CCancelled	09/18/25	JOHN PAINE	GL Allocation changed
Approved	07/28/25	MATTHEW ANDERSON	
Approved	07/28/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	07/28/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/18/25	MATTHEW ANDERSON	Automatic Forward to 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028269-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: Status: Released
--	--

Page 3

Vendor
 HARDY CHEVROLET BUICK GMC
 1249 CHARLES HARDY PARKWAY

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

DALLAS, GA 30157

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#2563307280
 Fax 7704459659

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299517				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Queued	09/18/25 SHONNDA SMITH	Automatic	Forward to 9105paij	
Queued	09/18/25 CHERI BOUCHER	Automatic	Forward to 9105paij	
Pending	DONALD ROSE	Automatic	Forward to 9105paij	
Pending	SANDRA LEWIS	Automatic	Forward to 9105paij	
Pending	STEVEN KRONINGER	Automatic	Forward to 9105paij	
Pending	SAMANTHA COOLEY	Automatic	Forward to 9105paij	
Pending	ANNE FOLEY	Automatic	Forward to 9105paij	
Pending	JOHN PAINE	Automatic	Forward to 9105paij	

Authorized By: _____ Date: _____
 Signature

**BID TABULATION FOR BID #5971
POLICE PACKAGE TAHOES**

	BUSTER MILES FORD	DONOHOO CHEVROLET	HARDY CHEVROLET GMC
ADMIN TAHOE		\$51,580.00	\$51,186.76
PATROL TAHOE		\$51,580.00	\$51,186.76
	BID OPTIONAL VEHICLES Ford Interceptor \$42,900.00 Chevrolet Silverado \$49,966.00 Ford F-150 PPV \$47,730.00 Ford 2026 Interceptor \$45,209.00 Ford Expedition \$52,185.00		

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
7/28/2025	5971	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, August 15, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 19- 40	POLICE PACKAGE TAHOES 2025 or Newer Tahoe PPV for Administrative Detective with the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive Make _____ Model _____ Upon award, the City will purchase a minimum of 19 Tahoes.					
	Appx 70- 150 2025 or Newer Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delte • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive • 2nd Row Seat, delete option ATZ • City will have plastic prinsoner seat installed at upfitting Make _____ Model _____ Upon award, the City plans to buy 70 Tahoe PPV for Police patrol use.					
Page 1 of 3			TOTAL			

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions, email the Purchasing Department at: purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

Page 514 of 742



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Hardy Chevrolet Buick GMC for 56 2026 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$2,866,458.56

Funding Source

General fund.

ATTACHMENTS:

1. 20250918 Hardy Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Hardy Chevrolet Buick GMC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for 56 2026 Chevrolet Tahoe
PPV SUVs for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$2,866,458.56

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5971

How many bidders received bid packages (if applicable): 10 +web

How many bidders submitted bids (if applicable): 3

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

Low bid did not meet specifications

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>28218</u>	2025	(F7000) MOTOR POOL	56 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5971)	\$2,866,458.56	<u>(299517) HARDY</u> <u>CHEVROLET</u> <u>BUICK GMC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028218-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Released
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Page 1

Vendor
 HARDY CHEVROLET BUICK GMC
 1249 CHARLES HARDY PARKWAY

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

DALLAS, GA 30157

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#2563307280
 Fax 7704459659

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299517				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2026 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRON SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTINING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE VENDOR TO PROVIDE 2026 CHEVRTOLET TAHOE PPV. AS PER CITY OF MOBILE BID #5971 AND YOUR QUOTE Additional Description Notes ----- 2025 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRON SEAT 40/20/40 SPILT-BENCH MWITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTINING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE AS REQUESTED BY 1530-PD	56.00 EACH	51186.76000	2866458.56
1 1000.30.15.1530.1530.1530.0000.0000.45040.			2866458.56

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028218-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor
HARDY CHEVROLET BUICK GMC
1249 CHARLES HARDY PARKWAY

DALLAS, GA 30157

Tel#2563307280
Fax 7704459659

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

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299517				MOTOR POOL

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

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

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 2866458.56

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	2866458.56	34804.24
POLICE ADMIN SERVICES EXP		
FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Cancelled	09/17/25	JOHN PAINE	GL Allocation changed
Approved	07/28/25	MATTHEW ANDERSON	
Approved	07/28/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	07/28/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/17/25	MATTHEW ANDERSON	Automatic Forward to 9105paij
Queued	09/17/25	SHONNDA SMITH	Automatic Forward to 9105paij

**BID TABULATION FOR BID #5971
POLICE PACKAGE TAHOES**

	BUSTER MILES FORD	DONOHOO CHEVROLET	HARDY CHEVROLET GMC
ADMIN TAHOE		\$51,580.00	\$51,186.76
PATROL TAHOE		\$51,580.00	\$51,186.76
	BID OPTIONAL VEHICLES Ford Interceptor \$42,900.00 Chevrolet Silverado \$49,966.00 Ford F-150 PPV \$47,730.00 Ford 2026 Interceptor \$45,209.00 Ford Expedition \$52,185.00		

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
7/28/2025	5971	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, August 15, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 19- 40	POLICE PACKAGE TAHOES 2025 or Newer Tahoe PPV for Administrative Detective with the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive Make _____ Model _____ Upon award, the City will purchase a minimum of 19 Tahoes.					
	Appx 70- 150 2025 or Newer Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delte • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive • 2nd Row Seat, delete option ATZ • City will have plastic prinsoner seat installed at upfitting Make _____ Model _____ Upon award, the City plans to buy 70 Tahoe PPV for Police patrol use.					
Page 1 of 3			TOTAL			

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions, email the Purchasing Department at: purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 527 of 742



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Hardy Chevrolet Buick GMC for 4 2026 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$204,747.04

Funding Source

General fund.

ATTACHMENTS:

1. 20250918 Hardy3 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Hardy Chevrolet Buick GMC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for 4 2026 Chevrolet Tahoe
PPV SUVs for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$204,747.04

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5971

How many bidders received bid packages (if applicable): 10 +web

How many bidders submitted bids (if applicable): 3

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

Low bid did not meet specifications

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>28270</u>	2025	(F7000) MOTOR POOL	4 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5971)	\$204,747.04	<u>(299517) HARDY</u> <u>CHEVROLET</u> <u>BUICK GMC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028270-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: Status: Released	Page 1
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Vendor
 HARDY CHEVROLET BUICK GMC
 1249 CHARLES HARDY PARKWAY

DALLAS, GA 30157

Tel#2563307280
 Fax 7704459659

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

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299517				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: BLACK IN COLOR;FRONT SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE . VENDOR TO PROVIDE 2025 TAHOE PPV AS PER CITY OF MOBILE BID #5971 AND YOUR QUOTE Additional Description Notes	4.00 EACH	51186.76000	204747.04

2025 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: BLACK IN COLOR;FRONT
 SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A
 TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY
 DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN
 TRANSFER LOOP WIRE

AS REQUESTED BY 1530-POLICE DEPT.

1 1000.30.15.1530.1532.1530.0000.0000.45040.	204747.04
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028270-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor
 HARDY CHEVROLET BUICK GMC
 1249 CHARLES HARDY PARKWAY

DALLAS, GA 30157

Tel#2563307280
 Fax 7704459659

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

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/25	299517				MOTOR POOL

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 204747.04

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.45040.	204747.04	34804.24
FIELD OPERATIONS DIV EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Cancelled	09/17/25	JOHN PAINE	GL Allocation changed
Approved	07/28/25	MATTHEW ANDERSON	
Approved	07/28/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	07/28/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/17/25	MATTHEW ANDERSON	Automatic Forward to 9105paij
Queued	09/17/25	SHONNDA SMITH	Automatic Forward to 9105paij

**BID TABULATION FOR BID #5971
POLICE PACKAGE TAHOES**

	BUSTER MILES FORD	DONOHOO CHEVROLET	HARDY CHEVROLET GMC
ADMIN TAHOE		\$51,580.00	\$51,186.76
PATROL TAHOE		\$51,580.00	\$51,186.76
	BID OPTIONAL VEHICLES Ford Interceptor \$42,900.00 Chevrolet Silverado \$49,966.00 Ford F-150 PPV \$47,730.00 Ford 2026 Interceptor \$45,209.00 Ford Expedition \$52,185.00		

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
7/28/2025	5971	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, August 15, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 19- 40	POLICE PACKAGE TAHOES 2025 or Newer Tahoe PPV for Administrative Detective with the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive Make _____ Model _____ Upon award, the City will purchase a minimum of 19 Tahoes.					
	Appx 70- 150 2025 or Newer Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive • 2nd Row Seat, delete option ATZ • City will have plastic prisoner seat installed at upfitting Make _____ Model _____ Upon award, the City plans to buy 70 Tahoe PPV for Police patrol use.					
Page 1 of 3			TOTAL			

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions, email the Purchasing Department at: purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

Page 540 of 742



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Traliant Holdings Inc for a one-year subscription for employee standards of conduct training products and support for OPR.

Amount of Contract:

\$25,520.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250915 Traliant Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Traliant Holdings Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Traliant Holdings Inc for a one-year subscription for
employee standards of conduct training products and support for OPR.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,520.00

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. Bid exempt as software and professional services.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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>30176</u>	2025	(0535) OFFICE OF PROF. RESPONSIBILITY	ONE-YEAR SUBSCRIPTION FOR EMPLOYEE STANDARDS OF CONDUCT TRAINING PRODUCTS AND SUPPORT FOR OPR (PRICE BELOW BID REQUIREMENT; BID EXEMPT AS SOFTWARE AND PROFESSIONAL SERVICES)	\$25,520.00	<u>(297983)</u> <u>TRALIAN</u> <u>HOLDINGS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030176-00 FY 2025 Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 TRALiant HOLDINGS INC
 1600 ROSECRANS AVE
 4TH FL MEDIA CENTER

 MANHATTAN BEACH, CA 90266

 Tel#323-925-4097

Ship To
 OFFICE OF PROF. RESPONSIBILITY
 200 GOVERNMENT ST
 3RD FLOOR (OPR) ATTN: GEORGE
 MOBILE, AL 36602
 MICHELLE.GRUZS@CITYOFMOBILE.ORG

Deliver To
 OFFICE OF PROF. RESPONSIBILITY
 200 GOVERNMENT ST
 3RD FLOOR (OPR) ATTN: GEORGE
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/10/25	297983				OFFICE OF PROF. RESPONSIBIL

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

General Notes

PER INVOICE #INV020919.			
001 2025 License for Traliant Software	1.00 EACH	25520.00000	25520.00
1 1000.10.05.0535.0535.0500.0000.0000.42115.			25520.00

Ship To
 OFFICE OF PROF. RESPONSIBILITY
 200 GOVERNMENT ST
 3RD FLOOR (OPR) ATTN: GEORGE
 MOBILE, AL 36602

Deliver To
 OFFICE OF PROF. RESPONSIBILITY
 200 GOVERNMENT ST
 3RD FLOOR (OPR) ATTN: GEORGE
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	25520.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.05.0535.0535.0500.0000.0000.42115.	25520.00	296529.59
OFFICE OF PROF. RESP. EXP SOFTWARE COSTS		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00030176-00 FY 2025 Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: Status: Approved
---	---

Page 2

Vendor
 TRALIAN HOLDINGS INC
 1600 ROSECRANS AVE
 4TH FL MEDIA CENTER

 MANHATTAN BEACH, CA 90266

 Tel#323-925-4097

Ship To
 OFFICE OF PROF. RESPONSIBILITY
 200 GOVERNMENT ST
 3RD FLOOR (OPR) ATTN: GEORGE
 MOBILE, AL 36602
 MICHELLE.GRUZS@CITYOFMOBILE.ORG

Deliver To
 OFFICE OF PROF. RESPONSIBILITY
 200 GOVERNMENT ST
 3RD FLOOR (OPR) ATTN: GEORGE
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/10/25	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	09/10/25	MICHELLE GRUZS		
Approved	09/13/25	DONALD ROSE	Auto approved by: 9105paij	
Approved	09/13/25	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	09/13/25	STEVEN KRONINGER	Auto approved by: 9105paij	
Approved	09/13/25	JOHNNIE HARRUB	Auto approved by: 9105paij	
Approved	09/13/25	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	09/13/25	ANNE FOLEY	Auto approved by: 9105paij	
Approved	09/13/25	JOHN PAINE		

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Truck Equipment Sales Inc for two Ford F250 Supercrew pickup trucks with Maxon liftgates for Public Services Maintenance and Sanitation.

Amount of Contract:

\$109,246.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250918 Truck Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc for two Ford F250 Supercrew pickup trucks with Maxon liftgates for Public Services Maintenance and Sanitation.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$109,246.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5977

How many bidders received bid packages (if applicable): 19+web

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24332</u>	2025	(F7000) MOTOR POOL	TWO FORD F250 SUPERCREW PICKUP TRUCKS WITH MAXON LIFTGATES FOR PUBLIC SERVICES MAINTENANCE AND SANITATION (SEALED BID 5977)	\$109,246.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00024332-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
=====	=====

Vendor
TRUCK EQUIPMENT SALES INC
4700 RANGELINE RD

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

MOBILE, AL 36619

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#251-666-8606
Fax 251-666-8676

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/30/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD F250 SUPER CREW CAB 4X4 P/U W/LFTGATE INSTALLED AS FOLLOWS: FURNISH AND INSTALL LIFTGATE 1300LB CAPACITY 55" X 38" LOAD PLATFORM BLACK STEEL TREADPLATE VENDOR TO PROVIDE FORD F250 SUPERCREW WITH MAXON LIFTGATE MODEL C2-60-1342-TP27. AS PER CITY OF MOBILE BID #5977 AND YOUR QUOTE Additional Description Notes	2.00 EACH	54623.00000	109246.00

2026 FORD F250 SUPER CREW CAB 4X4 P/U W/LFTGATE INSTALLED AS FOLLOWS:

SUBLET: TRUCK EQUIPMENT TO FURNISH AND INSTALL :MAXON C2-60-1312-TP38
LIFTGATE 1300LB CAPACITY 55" X 38" LOAD PLATFORM BLACK STEEL TREADPLATE

AS REQUESTED BY 2090-SANITATION AND 2086-PSM

1	1000.40.20.2070.2090.2070.0000.0000.45040.	109246.00
---	--	-----------

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

Deliver To
MOTOR POOL - ATTN: ADAM LYNN

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024332-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released	Page 2
---	--	--------

Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	208560				MOTOR POOL

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

Requisition Link

Requisition Total 109246.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	109246.00	
SANITATION EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Cancelled	09/17/25	JOHN PAINE	Requisition item removed chang
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
Rejected	05/12/25	SHONNDA SMITH	request of Travesia
Approved	05/12/25	SHONNDA SMITH	
Approved	05/12/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/02/25	DONALD ROSE	Auto approved by: 9105fo1a
Approved	06/02/25	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	06/02/25	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	06/02/25	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	06/02/25	CLAUDE BUERGER IV	Auto approved by: 9105fo1a
Approved	06/02/25	ANNE FOLEY	
Approved	06/02/25	JOHN PAINE	Auto approved by: 9105fo1a

BID TABULATION FOR BID #5977
PICK UP TRUCKS

	BUSTER MILES FORD	DONOHOO CHEVROLET	TRUCK EQUIPMENT SALES	SERRA CHEVROLET
¾ TON WITH LIFTGATE 4X2	\$53,608.00 Lift: 1300 lb. Capacity	\$52,502.00 Lift: 1500 lb. Capacity	\$50,390.00 Lift: 1300 lb. Capacity	\$56,852.00 Lift: 1300 lb. Capacity
¾ TON WITH LIFTGATE 4X4	\$56,914.00 Lift: 1300 lb. Capacity	\$55,302 Lift: 1500 lb. Capacity	\$54,623.00 Lift: 1300 lb. Capacity	\$54,603.00 Lift: 1300 lb. Capacity
	Ford F-250	Chevrolet 2500WT Silverado	Chassis F-250	Chassis Chevrolet Silverado 2500

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: lw Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/20/2025	5977	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, September 5, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PICK UP TRUCKS					
Appx 1-3	2025 Or Newer Pickup ¾ Ton Crew Cab 4x2, Gasoline Engine. White in Color. 8-Ft. Bed. Lift gate on rear. With minimum capacity of 500 lbs. As per the following and attached: MAKE _____ MODEL _____ LIFT GATE MAKE _____ MODEL _____ CAPACITY _____					
Appx 2-4	2025 Or Newer Pickup ¾ Ton Crew Cab 4x4, Gasoline Engine. White in Color. 8-Ft. Bed. Lift gate on rear. With minimum capacity of 500 lbs. As per the following and attached: MAKE _____ MODEL _____ LIFT GATE MAKE _____ MODEL _____ CAPACITY _____					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page _____ of _____

Page 558 of 742

Page _____ of _____

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Pick Up With Lift Gate

$\frac{3}{4}$ Ton Crew Cab Chassis

Gasoline Engine, 6.8 Liter, No Diesel

8-Ft. Bed

To be White in Color

Electric Door Locks and Windows

Lift Gate

Mounted to Vehicle

One Cylinder Lift

500 lb Minimum Capacity

Tommy Lift or Equal



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 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 Truck Equipment Sales Inc for one Ford F450 Crew cab 4X4 pickup truck with with dump body for Public Services Maintenance.

Amount of Contract:

\$98,659.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250918 Truck2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc for one Ford F450 Crew cab
4X4 pickup truck with with dump body for Public Services Maintenance.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$98,659.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5980

How many bidders received bid packages (if applicable): 20 +web

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>28608</u>	2025	(F7000) MOTOR POOL	ONE FORD F450 4X4 SUPERCREW PICKUP TRUCK WITH DUMP BODY FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5980)	\$98,659.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028608-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released
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Page 1

Vendor
 TRUCK EQUIPMENT SALES INC
 4700 RANGELINE RD

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

MOBILE, AL 36619

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#251-666-8606
 Fax 251-666-8676

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD F450 CREW CAB 4x4 CHASSIS W/DUMP BODY INSTALLED AS FOLLOWS: XL 650A, SUPERCREW 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT-MEDIUM DARK SLATE, AM/FM RADIO, BLUETOOTH, REAR VIEW CAMERA; REAR CAMERA PREP KIT; SPARE TIRE & WHEEL; TRAILER BRAKE CONTROLLER; PLATFORM RUNNING BOARDS; EXTRA HEAVY SERVICE SUSPENSION; UPGRADE TO 203" WHEELBASE FOR BODY INSTALLATIONS-84" CAB TO AXLE 16, 500#GVWR; 4.88 REGULAR AXLE; OXFORD WHITE IN COLOR AS PER CITY OF MOBILE BID #5980 AND YOUR QUOTE Additional Description Notes	1.00 EACH	78971.00000	78971.00

2026 FORD F450 CREW CAB 4x4 CHASSIS W/DUMP BODY INSTALLED AS FOLLOWS:

XL 650A, SUPERCREW 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER
 WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL
 40/20/40 SEAT-MEDIUM DARK SLATE, AM/FM RADIO, BLUETOOTH, REAR VIEW CAMERA;
 REAR CAMERA PREP KIT; SPARE TIRE & WHEEL; TRAILER BRAKE CONTROLLER; PLATFORM
 RUNNING BOARDS; EXTRA HEAVY SERVICE SUSPENSION;

UPGRADE TO 203" WHEELBASE FOR BODY INSTALLATIONS-84" CAB TO AXLE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028608-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	16,500#GVWR;4.88 REGULAR AXLE; OXFORD WHITE IN COLOR			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			78971.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	2026 FORD F450 CREW CAB 4x4 CHASSIS CAB W/ DUMP BODY INSTALLED AS FOLLOWS: SUBLET: TRUCK EQUIPMENT TO FURNISH AND INSTALL ON F450 CREW CAB 84" CA, GAS, WHITE KNAPHEIDE KDBDS1116 DROP SIDE CONTRACTOR DUMP BODY KNAPHEIDE-1520-SF-ED HOIST CORNER STROBES ON BODY REAR RECEIVER HITCH WITH 2" PINTLE COMBO HITCH 4" OVAL STEP BARS Additional Description Notes	1.00 EACH	19344.00000	19344.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028608-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released	Page 3
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	2026 FORD F450 CREW CAB 4x4 CHASSIS CAB W/ DUMP BODY INSTALLED AS FOLLOWS: SUBLET: TRUCK EQUIPMENT TO FURNISH AND INSTALL ON F450 CREW CAB 84" CA, GAS, WHITE KNAPHEIDE KDBDS1116 DROP SIDE CONTRACTOR DUMP BODY KNAPHEIDE-1520-SF-ED HOIST CORNER STROBES ON BODY REAR RECEIVER HITCH WITH 2" PINTLE COMBO HITCH 4" OVAL STEP BARS AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			19344.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
003	FREIGHT	1.00 EACH	344.00000	344.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			344.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028608-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released	Page 4
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	208560				MOTOR POOL

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

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	98659.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	98659.00	34804.24
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	09/17/25	JOHN PAINE	GL Allocation changed
Approved	08/05/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/05/25	SHONNDA SMITH	
Approved	08/05/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/05/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	08/05/25	SHONNDA SMITH	
Approved	08/05/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028608-00 FY 2025 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released
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Page 5

Vendor
 TRUCK EQUIPMENT SALES INC
 4700 RANGELINE RD

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

MOBILE, AL 36619

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#251-666-8606
 Fax 251-666-8676

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Forward	09/16/25 JOHNNIE HARRUB	Automatic	Forward to 9105paij	
Queued	09/17/25 MATTHEW ANDERSON	Automatic	Forward to 9105paij	
Queued	09/17/25 SHONNDA SMITH	Automatic	Forward to 9105paij	
Queued	09/17/25 CHERI BOUCHER	Automatic	Forward to 9105paij	
Pending	MATTHEW ANDERSON	Automatic	Forward to 9105paij	
Pending	SHONNDA SMITH	Automatic	Forward to 9105paij	
Pending	CHERI BOUCHER	Automatic	Forward to 9105paij	
Pending	DONALD ROSE	Automatic	Forward to 9105paij	
Pending	SANDRA LEWIS	Automatic	Forward to 9105paij	
Pending	STEVEN KRONINGER	Automatic	Forward to 9105paij	
Pending	SAMANTHA COOLEY	Automatic	Forward to 9105paij	
Pending	ANNE FOLEY	Automatic	Forward to 9105paij	
Pending	JOHN PAINE	Automatic	Forward to 9105paij	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5980
2025 CREW CAB TRUCKS WITH DROP SIDE CONTRACTOR BODY

TRUCK EQUIPMENT SALES	
F-450 4X4 DUMP BODY	\$78,971.00
F-450 4X2 LANDSCAPE BODY	\$81,086.00

ADDENDUM



Please consider this to be addendum to City of Mobile

Bid #5980 for 2025 Crew Cab Trucks with Drop Side Contractors body.

Truck #1 with Contractors Dump Body

Truck should be 4x4 chassis

Truck #2 with Landscape Body.

Truck should be 4x2 chassis.

City of Mobile changes the bid opening date and time to 12:01 p.m. on Tuesday, September 16, 2025.

Thank you for your consideration in this matter

Sincerely

A handwritten signature in blue ink, appearing to read 'John Paine', is written over a blue horizontal line.

John Paine

Purchasing Agent

City of Mobile

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/27/2025	5980	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, September 12, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 1-10	2025 OR NEWER 16,000 GVW CREW CAB 4 X 2 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY 2025 or Newer 16,000 GVW Crew Cab 4 x 2 Truck with Drop Side Contractor Dump Body as per the following and ATTACHED MINIMUM Specifications. Chassis: Make: _____ Model: _____ Body: Make: _____ Model: _____ Provide Literature and Specifications on product bid. Upon award the City will purchase a minimum of one (1) 16,000 GVW Crew Cab 4 x 2 Truck with Drop Side Contractor Dump Body. City desires that the height of the body loaded not to be more than 38 inches from the road surface. Height of truck bed fully loaded above road surface: _____ Height of truck bed empty: _____ Height of bed may be consideration in the award of this bid.					
	Appx. 1-10 2025 or Newer 16,000 GVW Crew Cab 4 x 2 Truck with Landscape Dump Body as per the following and ATTACHED MINIMUM Specifications: Chassis: Make: _____ Model: _____ Body: Make: _____ Model: _____ Provide Literature and Specifications on product bid.					
Page 1 of 3			TOTAL			

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a Cashier's Check, Certified Check, Bank Draft or Bid Bond for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
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21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Upon award the City will purchase a minimum of one (1) 16,000 GVW Crew Cab 4 x 2 Truck with Landscape Dump Body. Height of truck bed fully loaded above road surface: _____ Height of truck bed empty: _____ Furnish Factory Literature and Specifications. Colors ordered may be standard colors. Initial purchase will be white. Different prices for different colors not acceptable. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Rear corner lights shall be separate mounts from rear lights. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

Page 576 of 742

SPECIFICATIONS FOR FORD F-450 CREW CAB TRUCK WITH DUMP BODY

Chassis:

- Ford F-450 or equal
- XL Super Crew
- 4x4
- 7.3L V8 Gas Engine
- 10-Speed Auto Transmission
- 16,500# GVWR
- 203" Wheelbase for Body Installations-84" Cab to Axle
- Power Windows & Door Locks
- Keyless Entry
- Cruise Control
- Vinyl Flooring
- Vinyl 40/20/40 Seat
- Bluetooth
- Rear View Camera
- Platform Running Boards
- Spare Tire & Wheel
- Trailer Brake Controller
- Extra Heavy Service Suspension
- 4.88 Regular Axle
- Oxford White

Body:

- White Knapheide KDBDS1116 Body or equal
- Dropside Contractor Dump Body
- Knapheide-1520-SF-ED Hoist or equal
- Corner strobes on body rear
- Receiver Hitch with 2" Pintle Combo Hitch
- 4" Oval step.

SPECIFICATIONS FOR FORD F-450 CREW CAB TRUCK WITH LANDSCAPE BODY

Chassis:

- 4 Door Crew Cab
- 16,000# GVW Chassis Dump Body
- Crew Cab 84" CA-Cab Chassis
- 7.3L Gas Engine
- External Oil and Transmission Cooler
- Front Frame Mounted Tow Hooks
- 4-Wheel Disc Anti-Lock Brakes
- 6-Speed Automatic Transmission
- 40/20/40 Vinyl Front Split Seat
- Auto Locking Rear Differential
- Extendable Outside Mirrors
- Air and AM/FM Radio
- Factory Upfitter Swatches
- Factory Electric Brake Controller
- Front Four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones.
- Rear corner lights shall be separate mounts from rear lights.
- Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles.
- Include the price of application for Certificate of Title in your bid price.
- All standard items as stated in your model literature must remain on vehicle, not removed except as noted.
- Mud Flaps
- Rear Hitch set up for pintle eye and ball hitch combo with 2" ball
- Trailer plug wiring installed
- Safety D-Rings for trailer
- Four Corner Strobe System (surface mount)
- Vendor shall provide ALL service and parts manuals for these vehicles for use by the City of Mobile.

Body:

- Reading SL-LS-12 54BH/12CG Landscape Body

- A60 coating-weight steel protected by E-Coat acrylic primer and high-gloss polyester finish
- Scissors Hoist
- 50-Degree Dumping Angle
- Double-acting electric hydraulic system with an all-weather pump and motor cover, 12-Ton Capacity
- Hoist assembly includes lubricating grease fittings and hinge assembly
- Safety Body Prop
- Grease Zerks
- In-Cab tethered hand-held control
- Black Powder Coat Finish
- 9-ft. Length
- 54-inch Height
- 12-inch Cab Guard
- 52-inch Side Door Opening
- 90.5-inch Width
- Wired
- 2-inch Tie-Down Bar on each side
- Tarp Tie-Down Tension Cleats on the top of the body for easy door opening
- Fully Welded Cab Guard, includes Integral wind deflector and lashing rings
- Rear swing-out barn doors, clear opening doors swing 270-degrees, include cam latch assembly
- Rear door latch, holdbacks mounted on the side of the body to hold the rear door open to access the bed area
- Side swing door, 52-inch-wide door, 180-degree door swing, with two-point cam lock
- Fold away access step located under the side door opening
- Local service center for complete unit, including hoist
- 3-Year Warranty



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one asphalt diesel hotbox trailer for Public Services.

Amount of Contract:

\$63,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250918 Sansom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for one asphalt diesel hotbox trailer for Public Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$63,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5979

How many bidders received bid packages (if applicable): 3 +web

How many bidders submitted bids (if applicable): 2

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

Local vendor preference of 10% vs out-of-state vendor.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>28317</u>	2025	(F7000) MOTOR POOL	ASPHALT HOTBOX DIESEL DUMP TRAILER FOR PUBLIC SERVICES (SEALED BID 5979)	\$63,500.00	<u>(190715)</u> <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028317-00 FY 2025 PO 25014407 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 1
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Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

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

MOBILE, AL 36618

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

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

Delivery Reference
TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 ASPHALT HOTBOX TRAILER AS FOLLOWS: KM 8000TEDD-20' C2M3-4 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER W/ELECTRIC BRAKES DECK MOUNTED TO FIT 2-18X ON FRONT OF HOTBOX TRAILER; MUST PAIR WITH EXTENDED TRAILER OPTION, KM 8000T ONLY KM 8000 LIGHT BAR OPTION;DIRECTIONAL ARROW BOARD & CONTROLLER INCLUDES HARDWARE, BRACKETS, ENCLOSURE TOOL RACK-FOUR POSITION RACK, MOUNTED ON KM8000 TRAILERLOADING HOIST/WINCH & DAVIT 12V OPERATION, 4000/8000 DIESEL UNITS ONLY PLATE COMPACTOR MOUNT FOR TRAILER, SOLVENT TANK OPTION, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM UTILITY HAND TORCH W/RETRACTABLE HOSE REEL; USE WITH DIESEL SUPPLIED HOTBOX 4000/8000 SPARE TIRE MOUNTED OPTION; 4000/8000 LITHIUM-100 AH 12V LIFEPO4 BATTERY OPTION DIESEL HOTBOX(REPLACES STANDARD 12V AGM BATTERY) KM 2-18X C2M2 INFRARED ASPHALT RECYCLER 3'-5" X 6'-5"; ASPHALT LUTE, 36" W/7" HANDLE X 1 3/8" DIA, BAK BRAK KI. VENDOR TO DELIVER KM INTERNATIONAL MODEL	1.00 EACH	63500.00000	63500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028317-00 FY 2025 PO 25014407 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 2
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Vendor
 SANSOM EQUIPMENT CO INC
 2025 W I-65 SERVICE ROAD NORTH

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

MOBILE, AL 36618

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

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

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	KM8000TEDD-20 C2M3 ASPHALT TRAILER AS PER CITY OF MOBILE BID #5979 AND YOUR QUOTE Additional Description Notes			

ASPHALT HOTBOX TRAILER AS FOLLOWS:

KM 8000TEDD-20' C2M3-4 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER W/ELECTRIC BRAKES

DECK MOUNTED TO FIT 2-18X ON FRONT OF HOTBOX TRAILER; MUST PAIR WITH EXTENDED TRAILER OPTION, KM 8000T ONLY

KM 8000 LIGHT BAR OPTION;DIRECTIONAL ARROW BOARD & CONTROLLER INCLUDES HARDWARE, BRACKETS, ENCLOSURE

TOOL RACK-FOUR POSITION RACK, MOUNTED ON KM8000 TRAILERLOADING HOIST/WINCH & DAVIT 12V OPERATION, 4000/8000 DIESEL UNITS ONLY

PLATE COMPACTOR MOUNT FOR TRAILER, SOLVENT TANK OPTION, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM

UTILITY HAND TORCH W/RETRACTABLE HOSE REEL; USE WITH DIESEL SUPPPLIED HOTBOX 4000/8000

SPARE TIRE MOUNTED OPTION; 4000/8000

LITHIUM-100 AH 12V LIFEPO4 BATTERY OPTION DIESEL HOTBOX(REPLACES STANDARD 12V AGM BATTERY)

KM 2-18X C2M2 INFRARED ASPHALT RECYCLER 3'-5" X 6'-5"; ASPHALT LUTE, 36"

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028317-00 FY 2025 PO 25014407 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 3
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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	W/7" HANDLE X 1 3/8" DIA, BAK BRAK KIT; FREIGHT			
AS REQUESTED BY 2086-PSM				
1	2000.80.00.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT.			63500.00

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

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total	63500.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT.	63500.00	15248.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	63500.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028317-00 FY 2025 PO 25014407 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 4
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	07/29/25	SHONNDA SMITH		
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244	
Approved	07/29/25	BRENDA RHODES		
Approved	07/29/25	TIFFANY HOLLINS	Auto approved by: 910511034	
Approved	07/29/25	RELYA MALLORY	Auto approved by: 910511034	
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij	
Unknown	09/17/25	JOHN PAINE		
Approved	09/17/25	DONALD ROSE	Auto approved by: 9105paij	
Approved	09/17/25	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	09/17/25	STEVEN KRONINGER	Auto approved by: 9105paij	
Approved	09/17/25	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	09/17/25	ANNE FOLEY	Auto approved by: 9105paij	
Approved	09/17/25	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

**BID TABULATION FOR BID #5979
HOTBOX ASPHALT TRAILER**

	SANSOM EQUIPMENT	KM INTERNATIONAL
HOTBOX ASPHALT TRAILER	\$63,500.00 KM International KM8000 TEDD-20 C2M3	\$62,450.00 Local Vendor Adjustment: \$68,695.00 KM International KM8000 TEDD C3M3

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/21/2025	5979	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, September 11, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-4	HOTBOX ASPHALT TRAILER FOR POTHOLE PATCHING KM International KM 8000TEDD-20 C2M3 or equal. Four (4) ton Asphalt Hotbox/Reclaimer Trailer for pothole repairs as per the following and attached. MAKE _____ MODEL _____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award the City will purchase one (1) Asphalt Hotbox/Reclaimer Trailer. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

Page 1 of 3

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to **Equal Employment Opportunity**," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal **Employment Opportunity**, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

Page 592 of 742

Page_____ of _____

Page 593 of 742

HOTBOX ASPHALT TRAILER FOR POTHOLE PATCHING SPECIFICATIONS

1 ea KM 8000TEDD-20' C2M3- 4 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER WITH ELECTRIC BRAKES

1 ea DECK MOUNTED TO FIT 2-18X ON FRONT OF HOTBOX TRAILER; MUST PAIR WITH EXTENDED TRAILER OPTION, KM 8000T ONLY

KM 8000 LIGHT BAR OPTION; DIRECTIONAL ARROW
BOARD & CONTROLLER INCLUDES HARDWARE, BRACKETS, ENCLOSURE

TOOL RACK - FOUR POSITION RACK, MOUNTED ON KM8000 TRAILER
LOADING HOIST/WINCH & DAVIT 12V OPERATION, 4000/8000 DIESEL UNITS ONLY

PLATE COMPACTOR MOUNT FOR TRAILER
SOLVENT TANK OPTION, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM

1 ea UTILITY HAND TORCH WITH RETRACTABLE HOSE REEL; USE WITH DIESEL SUPPLIED HOTBOX 4000/8000

1 ea SPARE TIRE MOUNTED OPTION; 4000/8000

LITHIUM- 100 AH 12V LIFEPO4 BATTERY OPTION DIESEL HOTBOX (REPLACES STANDARD 12V AGM BATTERY)

KM 2-18X C2M2 INFRARED ASPHALT RECYCLER 3'- 5" X 6'-5"
ASPHALT LUTE, 36" W/ 7" HANDLE X 1 3/8" DIA, BAK BRAK KIT



PROCUREMENT DEPARTMENT

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This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. FY 2025 Discretionary Funds Year End Transfer Resolution
2. FY 2025 Discretionary Funds Year End Transfer Resolution

REVIEWERS:

Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile 2025 fiscal year ends on September 30, 2025; and

WHEREAS, Year-end unencumbered discretionary fund balances are customarily transferred from the general fund to capital; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following FY 2025 discretionary funds balance transfers are hereby approved:

District 1 – Transfer \$6,831 from discretionary project DSC-01, 10041020, to district 1 capital contingency, 20002000

District 2 – Transfer \$2,973 from discretionary project DSC-01, 10041020, to district 2 capital contingency, 20002000

District 3 – Transfer \$22,785 from discretionary project DSC-01, 10041020, to district 3 capital contingency, 20002000

District 4 – Transfer \$38,678 from discretionary project DSC-01, 10041020, to district 4 capital contingency, 20002000

District 5 – Transfer \$30,123 from discretionary project DSC-01, 10041020, to district 5 capital contingency, 20002000

District 6 – Transfer \$25,229 from discretionary project DSC-01, 10041020, to district 6 capital contingency, 20002000

District 7 – Transfer \$409 from discretionary project DSC-01, 10041020, to district 7 capital contingency, 20002000

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile 2025 fiscal year ends on September 30, 2025; and

WHEREAS, Year-end unencumbered discretionary fund balances are customarily transferred from the general fund to capital; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following FY 2025 discretionary funds balance transfers are hereby approved:

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District 6 – Transfer \$25,229 from discretionary project DSC-01, 10041020, to district 6 capital contingency, 20002000

District 7 – Transfer \$409 from discretionary project DSC-01, 10041020, to district 7 capital contingency, 20002000

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract between the City of Mobile and Osprey Initiative, LLC in the amount not to exceed \$50,000 to begin upon execution. The contract is to develop and deliver litter-free education programming to sixth grade students across the City of Mobile, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk



LITTER-FREE MOBILE EDUCATION PROGRAM

CONSULTANT: OSPREY INITIATIVE

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STATE OF ALABAMA)

COUNTY OF MOBILE)



**NON-CONSTRUCTION
PROFESSIONAL SERVICES CONTRACT
City of Mobile**

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date on which the last party executes this agreement (the "Effective Date"), by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **OSPREY INITIATIVE, LLC.**, a limited liability company, (hereinafter "Contractor"), as follows:

WHEREAS, the Consultant is uniquely qualified and has expertise in the removal of litter in our waterways and unique recycling practices; and

WHEREAS, City desires to engage this Consultant, due to the Consultant's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Consultant, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

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

CONTRACT - 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

CONSULTANT - The firm assigned to perform professional services to develop the Litter-Free Mobile Education Plan. The firm so assigned to this project is Osprey Initiative.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – Litter-Free Mobile Education Program, City of Mobile. The professional services include items as described in Section III of the contract as directed by the City, depending on the needs of the City.

PROJECT DELIVERY TEAM (PDT) – A combination of City staff and CONSULTANT staff who will make interim and final decisions at each step of the PROJECT.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER.

II. PROFESSIONAL SERVICES TO BE PERFORMED

A. The City hereby retains the Consultant, and the Consultant agrees to perform for the City all necessary professional services, as outlined in the Scope of Work, in connection with the Project. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The Consultant will meet the requirements for conformance with the standard specifications and applicable local ordinances and will ascertain the practices of the City prior to beginning any work on this project. All work required under this Contract will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the Consultant under this Contract will be submitted to the City for review and administrative approval only.

All terms and conditions apply to the Consultant, as well as any covered subcontractor(s) or vendor(s).

B. The Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.

III. SCOPE OF WORK

The Consultant has been selected to develop a comprehensive Litter-Free Mobile Education Program to educate middle school students across the City of Mobile about litter in an informative, fun, and engaging way.

The Consultant will regularly meet with the Project Manager as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The Consultant shall submit, in writing, for the Project Manager's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The Project Manager shall approve technical staff substitution or reassignment prior to appointment by the Consultant. The Project Manager maintains the right to suspend the work wholly or in part due to any inadequacies in the Consultant's project technical staffing.

The Consultant shall maintain strict review of progress of the project. A monthly task completion report shall be submitted to the Project Manager. The monthly report will be dated the Monday following the reported period, delivered via email or E-Builder.

The City reserves the right to appoint department representatives to observe all plans and works of the Consultant. The appointed City representative shall have access to all work related to the Project.

The scope of work is divided into three project Tasks:

1. Develop Project Management Plan
2. Development of Education Program
3. Osprey Classroom Instruction

The implementation of a litter education program has the potential to reduce littering in three important ways: 1) increase awareness about the impact litter has on the environment and community; 2) install a sense of responsibility and ownership of one's trash, environment, and community, and 3) empower youth to educate others about litter's impacts. Education is key to reducing litter and sharing information is the best way to encourage conscientious stewardship of Mobile.

Task 1 - Development of Program Management Plan

The Consultant and Project Manager will first confirm the scope of services, expectations for communications, and respective roles as well as the plan, including timelines for the Education Program's delivery.

- A. Establish ground rules and define management activities:
 - 1. Upon contract award, the Consultant, in coordination with the Project Manager, will schedule a project initiation meeting to review the scope of services, proposed schedule, budget, deliverables, and frequency/method of communication.
 - 2. The Consultant will use a digital project management system to facilitate communication between Consultant and Project Manager.
 - 3. Consultant will provide a monthly written report on the status of the tasks and services.
 - 4. Consultant will manage and upload a log of the challenges and change requests and provide a detailed account of solutions that can be used for future projects.
- B. Establish timelines for completion of deliverables over the term of the contract including the following:
 - 1. Presentation dates for which schools; and
 - 2. Expected number of students reached each month.

Task 1 Deliverables:

- A. Project Initiation Meeting Agenda
- B. Project Initiation Meeting Minutes
- C. Detailed Project Management Plan
- D. List of confirmed schools and grades of students booked for each
- E. Meeting minutes and summary of comments from meeting

Task 2 - Development of Education Program

The Consultant will develop the education program to be taught throughout the 2025/2026 academic school year.

- A. Use Litter Literacy curriculum to design education program:
 - 1. Consultant will tailor 20% of the curriculum to the local area and the remaining 80% will be based on national standards.
 - 2. Consultant will ensure program is educational, age-appropriate and engaging.
 - 3. Consultant will include the modified Escaped Trash Assessment Protocol (ETAP) and other hands-on activities in the program to reinforce the importance of the Litter-Free Mobile message.
 - 4. Consultant will develop online pre-test, post-test, secondary post-test, and teacher evaluations.
- B. Education program design which will include time for review and final approval by the Project Manager.

Task 2 Deliverables:

- A. Draft Educational Presentation Multimedia Elements
- B. Take-Home Educational Materials
- C. Complete Curriculum Plan and Learning Objectives

Task 3 – Osprey Classroom Instruction

The primary objective of this task is to present an education program that will meet the identified goals.

- A. Consultant will measure and compare initial level of litter awareness and environmental understanding among 6th graders using a pre-test before the presentation.
- B. Consultant will conduct in-school presentations at scheduled schools and host assembly presentations.
- C. Consultant will distribute a post-test immediately, and a secondary post-test 14-21 days (about 3 weeks) later to assess any information recidivism.

Task 3 Deliverables:

- A. Final Report of all Tests and Evaluations performed
- B. Monthly progress reports to Project Manager

IV. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Consultant. It shall continue for a period of one (1) year or twelve (12) months from the effective date, subject to the renewal and/or availability of funding. Upon expiration, the Agreement may be renewed for up to two (2) additional one-year terms upon mutual written agreement signed by both parties at least 60 days prior to expiration.

V. COMPENSATION

- A. The City shall pay Consultant for the services rendered herein and completed in accordance with the terms and conditions of this Contract/Agreement an amount not to exceed Fifty Thousand Dollars and no/one-hundredths (\$50,000.00) for the Project. All payments to the Consultant for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as **Exhibit A**.

VI. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

- B. Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as **Exhibit A**. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.
- C. CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g., room rental, audio/visual setup, advertisement), software, printing, research fees, permits, licenses, and taxes.

VII. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the City's authorized agent.
- B. If the City requires the Consultant to perform additional services related to this Contract then the Consultant shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Consultant shall not be entitled to additional compensation.

VIII. LIABILITY OF CONSULTANT

- A. To the fullest extent permitted by law, Consultant covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect),

damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Consultant (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Consultant as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Consultant as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Consultant agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

- B. This section of the Agreement will survive the expiration or termination of the Agreement.

IX. CONSULTANT'S INSURANCE

For the term of this Agreement, the Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- A. General Liability Insurance - public liability including premises, products and complete operations.

1. Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
2. Property damage liability - \$100,000 each occurrence

Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined -
\$500,000 per occurrence

B. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
2. Property damage liability \$100,000 each occurrence

Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - \$500,000 per occurrence

C. Workers' Compensation/Employer's Liability: (when required by statute)

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

D. Professional Liability:

Minimum coverage limits of \$1,000,000 each claim and Policy Aggregate

E. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The policy endorsements listed below are required and included as Exhibit C. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as 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 the City of Mobile.
- B. **Additional Insured** - All policies of insurance, except those referenced under paragraph B1, and B2, 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, CONSULTANT 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. CONSULTANT shall also be responsible for delivering policy renewal certificates to the City of Mobile.

X. RESPONSIBILITIES OF THE CONSULTANT

- A. The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available

and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

- C. The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

XI. FORCE MAJEURE

- A. The Consultant specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF CITY

- A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.
- B. City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Consultant to terminate the services of the Contractor. The City shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- B. Any failure of the Consultant to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Consultant and the Consultant shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Consultant has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XIV. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- B. Consultant agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XV. NOTICES

- A. The City of Mobile PROJECT MANAGER, authorized to act on the City's behalf with respect to the Project, is The Chief Resilience Officer, or their designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

Lance Slater, Chief Resilience Officer
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONSULTANT:

OSPREY INITIATIVE, LLC
Donald W. Bates, Jr., Owner
Osprey Initiative
2350 Halls Mill Rd
Mobile, AL 36606

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

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

XVI. DEFAULT/ BREACH

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage, 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the

City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XVII. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Consultant for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Consultant and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Consultant written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVIII. WITHHOLDING PAYMENT DUE

- A. Default by Consultant shall excuse any obligation of City to pay compensation or sums otherwise due Consultant under the agreement. City may withhold any and all sums due if there has been a default or breach by Consultant of any provision of this agreement.

XIX. CURE PLAN

- A. If Consultant fails to comply with any material provision of this agreement, the City may issue a written notice requiring Consultant to submit a corrective action plan (CAP) within such time as City directs. If Consultant fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XX. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXI. NON-DISCRIMINATION

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

XXII. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Consultant employs one or more employees within the State of Alabama, Consultant shall provide documentation establishing that Consultant is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXIII. SEVERABILITY

- A. In case 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.

XXIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

- M. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- P. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- Q. If the City is required to take legal action to enforce this contract, the Consultant agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- R. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- T. The City and Consultant each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Consultant shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- U. The Consultant shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

- V. The Consultant shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.
- W. The Consultant is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.
- X. The City shall provide the Consultant with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.
- Y. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XXV. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

OSPREY INITIATIVE, LLC

By: Donald W. Bates
Donald W. Bates, Jr.
Printed Name and Title

Date: 9/5/25

State of Alabama }
County of Mobile }

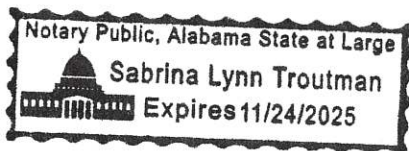
I, the undersigned Notary Public, in and for said county and state, hereby certify that Donald Bates [Individual's Name] whose name as Owner [Title] of the Osprey Initiative [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 5th day of September, 2025

Sabrina Lynn Troutman
Notary Public

Print Sabrina Lynn Troutman
My commission expires: 11/24/2025

(Seal)



CITY OF MOBILE

By: _____
William S. Stimpson, Mayor
Date: _____

ATTEST:

EXHIBITS

Consultant's Fee Schedule.....	Exhibit A
Project Closeout Checklist.....	Exhibit B
Certifications, Affidavits & Insurance.....	Exhibit C
Procurement of Recovered Materials.....	Exhibit D
Contract Provisions for non-Federal Entity Contracts Under Federal Awards	Exhibit E

EXHIBIT A: CONSULTANT'S FEE SCHEDULE

PROJECT – Litter-Free Mobile Education Program

Payment – Payment will be made in two installations, upon receipt of program submission and upon receipt of identification of curriculum and staff to execute. The CONSULTANT will be paid based on the Education Program and the Program Management Plan meeting the PROJECT MANAGER's expectations. Those two items drive the remainder of the contract and must be completed prior to October 1, 2025. The education program delivery will be conducted through the end of the contract period, May 31, 2026, with detailed and timely monthly reporting showing progress against the Program Management Plan.

Payment 1: Upon receipt and approval of Education Program	\$20,000.00
Payment 2: Upon receipt and approval of the Detailed Program Management Plan	\$30,000.00

Invoicing - CONSULTANT will provide invoices to the CITY once each of the above listed deliverables are complete.

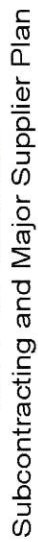
Invoice 1: Completion and approval of Education Program	\$20,000.00
Invoice 2: Completion and approval of Program Management Plan	\$30,000.00

<u>CONTRACT Not to Exceed</u>	<u>\$50,000.00</u>
--------------------------------------	---------------------------

EXHIBIT B: PROJECT CLOSEOUT CHECKLIST

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

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
 - Hard Copy
 - Word
 - PDF
 - Excel
- Hard Copy of Contract Documents:
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction





OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____
Contact Person: _____ Phone _____ Email _____
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

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

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE:	YES	NO	Contract Start Date:
DESCRIPTION:	Estimated Completion Date:			

This report is for the month of: (CHECK ONE):	JAN	APR	JULY	OCT	FINAL
	FEB	MAY	AUG	NOV	
	MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

EXHIBIT C: CERTIFICATIONS, AFFIDAVITS, & INSURANCE

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Donald W. Bates, Jr. (affiant) who, being duly sworn says as follows:

President/CEO of Osprey Initiative, LLC.

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/CEO for Osprey Initiative, LLC 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 Osprey Initiative enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2375397.

Donald W. Bates, Jr.

CEO of Osprey Initiative

Sworn to and subscribed before me this the 5th day of September, 2025.

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

[Signature]

Signature and Seal of Notary Public

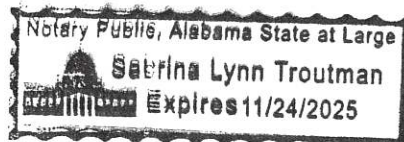


EXHIBIT D: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

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

EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that

the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2025

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.

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PRODUCER  Brenda Simkins 1303 South Market Street Pascagoula MS 39567		CONTACT NAME: Brenda Simkins PHONE (A/C, No, Ext): 228-762-4822 FAX (A/C, No): E-MAIL: brenda.simkins.r8a9@statefarm.com ADDRESS: brenda.simkins.r8a9@statefarm.com	
INSURED OSPREY INITIATIVE LLC PO BOX 66529 MOBILE AL 366601529		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC #: 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

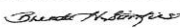
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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/IO/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	624 5330-D16-01 624 5331-D16-01 624 5332-D16-01 546 4098-D01-01D	04/16/2025 04/16/2025 04/16/2025 04/01/2025	10/16/2025 10/16/2025 10/16/2025 10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE 205 GOVERNMENT ST MOBILE AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on 09/02/2025
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2025

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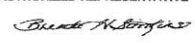
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A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	442 2877-D01-01D 589 8659-C19-01B 0419203-SFP-01	04/01/2025 03/19/2025 03/11/2025	10/01/2025 09/19/2025 09/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
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CERTIFICATE HOLDER**CANCELLATION**

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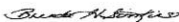
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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	0390650-SFP-01 0463686-SFP-01	06/17/2025 03/18/2025	12/17/2025 09/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE 205 GOVERNMENT ST MOBILE AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on 09/02/2025
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ACORD 25 (2016/03)

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1001486 2005 155279 205 01-19-2023



OSPRINI-01

LDING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2025

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

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

PRODUCER License # 0C36861

San Diego-Alliant Insurance Services, Inc.
701 B St 6th Fl
San Diego, CA 92101

CONTACT NAME: Samantha Gehringer

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: samantha.gehringer@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : American Interstate Insurance Company

31895

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Osprey Initiative, LLC
c/o Personnel Management Inc.
242 Lynbrook Blvd
Shreveport, LA 71106

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☐ OCCUR ☐						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCAL3377322025	5/18/2025	5/18/2026	X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N/A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile, AL
Government Plaza
205 Government Street
Mobile, AL 36644

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

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

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 760 Howard Ave. 2nd Floor Biloxi MS 39530	CONTACT NAME: Lisa Jones	
	PHONE (A/C, No, Ext): 228-436-5038	FAX (A/C, No): 228-256-8908
	E-MAIL ADDRESS: Lisaf_Jones@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED Osprey Initiative, LLC 651 Olive Avenue Fairhope AL 36532	OSPRINI-01	INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1769762708

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ECP203817913	5/26/2025	5/26/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			FFX204058212	5/26/2025	5/26/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile, AL
205 Government Street
Mobile AL 36644

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



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Contractor will perform all stringing work for the City at the City's Tennis Center Pro Shop using City-provided equipment and supplies, unless otherwise specifically agreed to. City will pay Contractor \$15 per racquet Contractor strings. The total amount of this contract shall not exceed \$80,000 per year for a period of 36 months.

Amount of Contract:

Up to \$80,000 per year for 36 months

Funding Source

The public will pay a fee for racquet stringing service. This fee will include the labor cost.

ATTACHMENTS:

1. ANDERSON DULANEY STRINGER CONTRACT 8.2025
2. Anderson Dulaney Stringer Services Resolution 8.2025

REVIEWERS:

Lisa Musser
Scott Collins
Cherlina Monteiro
James Barber



Professional Services Contract City of Mobile

Racket Stringing PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ 2025, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Anderson Dulaney (sometimes hereinafter Contractor), the parties agree as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of professional tennis services to string rackets;

WHEREAS, the Contractor is engaged in the business of stringing rackets;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract shall not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months unless terminated early.

IV. GENERAL PROVISIONS

A. **Records.** Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. **No City partnership.** Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. **Agency.** 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.

D. **Assignment.** Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. **Ordinance compliance.** Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

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

G. **Early contract termination.** Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. **Breach.** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. **Indemnity.** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. **Representatives and notices.** The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Anderson Dulaney
2889 Sollie Road Apt. 406
Mobile, Alabama 36695

L. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. **Governing law.** 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 would be Mobile, Alabama.

O. **Licenses and Permits.** Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. **Immigration law.** The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

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

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 _____
Its Mayor

ATTEST:

BY _____
Its City Clerk


Anderson Dulaney, Tennis Professional

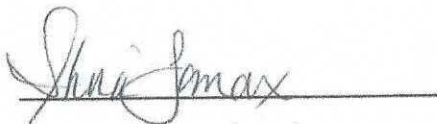
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Anderson Dulaney, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of August, 2025

SEAL

Notary public



MY COMMISSION EXPIRES: 6/28/2028

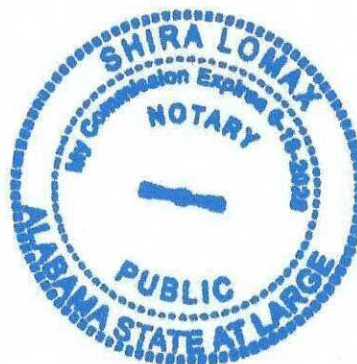


Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.
3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.
5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.
6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
7. City will pay Contractor \$15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.
8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Anderson Dulaney to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 2025 Edit Cruise Terminal Shuttle Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: September 24, 2025
Date

Item No. _____

Submitted by: Cruise Terminal
Department

Sheila Gurganus
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Joe Snowden
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Cruise Terminal Parking Shuttle Services

PURPOSE & SCOPE OF PROJECT:

1 yr contract renewable for 2 addl 1 yr periods with McCarron Services, LLC, to provide passenger shuttle service between the cruise terminal and its overflow parking area.
Cruise Terminal expenses

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed @unit pricing NTE \$100K/year

FUNDING SOURCE:

Budget Item: 60206020 42192

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: 2026

Amount: Approx \$70,000/yr

Future years

Year: 2027, 2028

Amount: Aprrox \$70,000/yr

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

Effective date of contract: 1 October 2023

Renewal date of contract (if applicable): 30 September 2024

If not bid, state reason: City solicited competitive proposals. Exempt from bid Ala Code 41-16-51(a)(13)

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

How many bidders submitted bids (if applicable): 4 proposals

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

Selected according to widest range of service options at best value to City.

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and McCarron Services, LLC , in the amount not to exceed \$100,000 per year, for twelve months, and renewable without further action required by City Council for two additional twelve month periods, as appropriated funds are available, for parking shuttle service for the City of Mobile Alabama Cruise Terminal, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



**STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner: **CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor: **McCarron Services, LLC
574 Azalea Road
Mobile AL 36609**

City Business License No.: 104405

For the following Project: **Mobile Cruise Terminal Parking Shuttle Services**



STANDARD SERVICES AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and McCarron Services, LLC, hereinafter referred to as "Contractor."

This Agreement, including its Exhibits (Statement of Work, Insurance Requirements) attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Proposals (RFP) 5968 on July 10, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Mobile Cruise Terminal Shuttle Services, (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$100,00.00 per year for the entire Project in accordance with Exhibit A.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A.

4.3 The Contractor's invoices shall be in a form satisfactory to the City who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Scope of Services as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of

property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future

contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

10.0 LIQUIDATED DAMAGES

This section left blank.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City shall designate a person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the City shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

13.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

- 15.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

- 16.1** The City may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The City shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

- 17.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Cruise Terminal Director or the Director's designated representative.

- 17.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Director, Mobile Alabama Cruise Terminal
As: City's Authorized Agent
201 South Water Street
Mobile AL 36602

CONTRACTOR:

McCarron Services, LLC
c/o Russell McCarron, President
Contractor's Authorized Agent
574 Azalea Road
Mobile AL 36609]

- 17.3** Any change in the City's or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

- 18.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary

materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

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

21.0 CURE PLAN

21.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

23.0 PEER REVIEW/VALUE ENGINEERING

23.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing

necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** 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.

26.0 COMPLIANCE WITH IMMIGRATION LAW

- 26.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

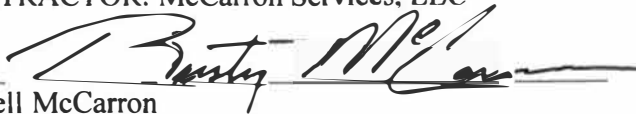
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

CONTRACTOR: McCarron Services, LLC

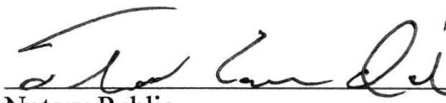
By: 
Russell McCarron
President

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Russell McCarron, whose name as President of McCarron Services, LLC. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said for-profit corporation on the day the same bears date.

Given under my hand this the 10th day of September, 2025.

(SEAL)


Notary Public
My Commission Expires:



CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES
EXHIBIT B: CITY INSURANCE REQUIRED
EXHIBIT C: E-VERIFY IF APPLICABLE

EXHIBIT A Scope of Services

1. General Requirements. Subject to the terms and conditions of this Agreement, and City of Mobile Request for Proposals 5968 and Contractor's response both of which are hereby incorporated by reference into this Exhibit, Contractor shall provide a shuttle service for passengers and their luggage to and from the Mobile Alabama Cruise Terminal (MACT) and the terminal's overflow parking lot located at the Mobile Arena Parking Garage, 200 South Claiborne Street, Mobile, AL. This service will be provided to passengers departing and arriving on cruise excursions from the MACT.

a. Contractor will provide the shuttle service on cruise ship "sailing days," which is defined as days on which scheduled cruise service ends and/or begins a voyage at the MACT with the embarkation and or debarkation of passengers that have used MACT parking facilities. Contractor acknowledges that Contractor has been provided a schedule of expected MACT sailing days. The City is required to keep Contractor informed of schedule changes and updates.

b. Contractor is required to begin operation the first planned cruise ship sailing day after the effective date of this contract.

c. Contractor shall operate the shuttle service on cruise sailing days from 7:00 a.m. to 2:00 p.m. ("core hours"), or, should ship arrival or departure times change for any particular sailing day, and as agreed upon with the MACT Director, adjusted to accommodate actual passenger offloading and loading times. Contractor agrees to adjust those hours at no additional charge

d. Contractor shall provide clean, comfortable, well-maintained, climate-controlled, attractive vehicles and professional, uniformed, safe, courteous, and appropriately licensed drivers and staff for the shuttle service. The vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.

e. If any shuttle vehicle is not accessible, Contractor shall provide equivalent service to riders with disabilities as defined in 49 CFR §37.77(c) and as directed by the City, including equivalent response time, hours/days, geographic coverage, fares, and no greater advance-notice requirement than for other riders. Accessible vehicles shall be available on demand during operating hours to meet these criteria, and all Part 38 vehicle specifications and Part 37 maintenance obligations apply

f. All staff working in the MACT are required to possess valid Transportation Worker Identification Credentials.

g. On cruise ship sailing days, Contractor shall provide timely shuttle service for all cruise ship passengers needing transportation from the MACT to the offsite parking lot after disembarkation from the cruise ship. Contractor shall not charge passengers for this service. Contractor shall provide adequate capacity to shuttle at least 200-250 passengers and their luggage in less than 2.5 hours.

h. On cruise ship sailing days, Contractor shall provide timely shuttle service for all cruise ship passengers needing transportation from the offsite parking lot to the MACT for embarkation on the cruise ship. Contractor shall not charge passengers for this service. Contractor shall provide adequate capacity to shuttle at least 90-100 people to the terminal over 2.5 hours.

i. Contractor shall provide efficient and effective movement of passengers, with adequate command and control to facilitate coordinated operations with MACT staff and contractors, cruise line staff and contractors, and other agencies supporting MACT operations.

2. Compensation. City will pay Contractor \$1,375.00 per sailing day. This rate includes 3 vehicles capable of carrying a minimum of 13 passengers and luggage, each with driver, for passenger transport during each sailing day. City will additionally pay, when requested and provided, in addition to the service above, \$75 per hour of service at the MACT, or fraction thereof, for each additional minimum 13 passenger capacity vehicle with driver. Contractor will provide handicapped accessible vehicles as specifically requested in advance at the same per-vehicle rate.

3. Expenses. Contractor shall not be entitled to reimbursement of any expenses other than the above compensation without pre-approval in writing from the City.

4. Invoicing and payment. Contractor may submit itemized invoices after every cruise sailing day for review, approval, and payment by the City. City will review and make payment on all approved invoices within 30 days of receipt.

4. Contractor Taxes. Contractor shall be responsible for all taxes, assessments, fees, liens or charges assessed against it under the provisions of this Agreement.

EXHIBIT B Insurance Requirements and Contractor Evidence of Insurance

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama: On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

a. WORKER'S COMPENSATION/EMPLOYER'S LIABILITY: Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

b. COMMERCIAL GENERAL LIABILITY: Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- i. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- ii. \$1,000,000 Products/Completed Operations aggregate
- iii. \$1,000,000 Personal and Advertising Injury per person/organization
- iv. \$1,000,000 general aggregate per project

c. AUTOMOBILE LIABILITY: Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

2. CERTIFICATES OF INSURANCE: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

3. ADDITIONAL INSURED:

a. These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction

with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

b. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

4. **INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS:** Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

5. **CANCELLATION:** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

6. **WAIVER OF SUBROGATION:** Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

CONTRACTOR EVIDENCE OF INSURANCE



MCCASER-01

KAMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2025

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

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

PRODUCER Petra RMS 2140 11th Ave South, Suite 400 Birmingham, AL 35205	CONTACT NAME: Karen Murphy PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: karen.murphy@petrarms.com
	INSURER(S) AFFORDING COVERAGE INSURER A : STARR INDEMNITY & LIABILITY CO INSURER B : Progressive Specialty Ins Co INSURER C : American Longshore Mutual Association, Ltd. INSURER D : INSURER E : INSURER F :
INSURED McCarron Services, LLC 574 Azalea Rd Ste 110 Mobile, AL 36609	NAIC # 32786

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 ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	MASILAT00041525	5/9/2025	5/9/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	02117208	6/7/2025	6/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	N / A	ALMA01535-11	5/9/2025	5/9/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) 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 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Petra RMS		NAMED INSURED McCarron Services, LLC 574 Azalea Rd Ste 110 Mobile, AL 36609
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:

The General Liability and Automobile Liability policies include a blanket Primary & Non Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The City of Mobile is included as additional insured on the General Liability and Automobile Liability when required by written contract as per policy terms & conditions. Waiver of Subrogation is in favor of The City of Mobile with respects to the General Liability and Automobile Liability when required by written contract as per policy terms & conditions. 30 Days Notice of Cancellation applies to the General Liability and Automobile Liability.

**RFP 5968 Mobile Alabama Cruise Terminal
Parking Shuttle Services**

Scoring Tabulation

	CharterUp, LLC	McCarron Services LLC	Phoenix Bus Inc	EMAILED ONLY ACE Parking
Overall solution/pricing 50 points	50	45	22	29
Operational Plan 30 points	20	30	20	20
Experience / Performance History	17	20	19	19
Total	87	95	61	68



City of Mobile
Request for Proposals
RFP Number: 5968

MOBILE ALABAMA CRUISE TERMINAL
PARKING SHUTTLE SERVICE

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from transportation providers to provide a shuttle service on cruise ship passenger embarkation/debarkation days ("cruise days") for the Mobile Alabama Cruise Terminal (MACT).

Proposals Due: 4:00 p.m, Thursday, August 14, 2025.

Mailing address

City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Delivery:

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone: (251)-208-7434

Submit Questions to: Purchasing@CityofMobile.org

Timeline for Award:	Proposals due:	August 14, 2025
	Notification:	August 26, 2025
	Contract award	September 16, 2025
	Performance begin	October 6, 2023

II. BACKGROUND / PURPOSE

- A. The City of Mobile ("City or "Owner") seeks to contract with a transportation firm ("Contractor" or "Provider") to provide a shuttle service, for debarking and embarking cruise ship passengers and their luggage, between the MACT at 201 South Water St, Mobile, AL 36602 and the terminal's overflow parking lot located 200 South Claiborne Street (see **Exhibit A**, Route Map). This service will be provided to passengers arriving and departing on primarily 6 and 8-day cruise excursions aboard the Carnival *Spirit* from the MACT. All passengers debark the ship and retrieve their luggage and depart the terminal, and a new group of passengers arrive, park or are dropped off, and embark the ship for the next cruise. Each cruise aboard *Spirit* carries approximately 2,500 passengers all of whom debark and embark on the cruise day.



- B. The MACT has an attached parking garage which provides most of the parking capacity for its cruising passengers. However, an average of approximately 100 vehicles, but at times up to 170 private passenger vehicles, must park offsite at the overflow lot. The parking shuttle service contractor will provide those off-site parkers efficient, expeditious, comfortable transport between the MACT and the offsite parking lot.
- C. On a normal cruise day, passengers will begin disembarking almost immediately after the ship arrives, or at approximately 7:00 a.m. The parking shuttle service contractor will transport those disembarking passengers who are parked at the overflow lot from the MACT to the overflow lot with their luggage. Passenger offload from the ship is generally complete before 10:00 a.m.
- D. Passengers who are embarking the ship begin arriving to the MACT and boarding the ship immediately after completion of passenger debarkation and the MACT parking garage is clear of debarking passengers. Passenger embarkation continues until approximately 2:00 PM. The City parks embarking passenger vehicles in the MACT garage until the garage is near capacity, then diverts arriving passenger vehicles to the overflow lot. Diversion of vehicles to the overflow parking lot, and the resulting need for shuttle service commencement, can begin as early as noon on normal turnaround days. The City allows vehicles diverted to the offsite lot to first offload passengers and luggage at the MACT before moving to the overflow lot. The parking shuttle service contractor will then transport those embarking drivers, and any passengers and luggage remaining with the vehicle, from the overflow lot back to the MACT.
- E. The City will not know how many embarking passengers will need to use the overflow lot on any given cruise. Since MACT has only a single cruise ship turning passengers however, all vehicles in the overflow parking from the previous sailing will require shuttle services during the debarkation process. The parking shuttle contractor will thus know, at the end of the previous passenger embarkation day, how many vehicles are in the overflow lot and will require shuttle service on the next ship arrival and debarkation day.
- F. When considering shuttle capacity it's important to understand the normal flow. After the ship arrives and passengers disembark, virtually all the passengers and luggage belonging to the overflow cars will require transportation. (The MACT has found figuring 3 persons per overflow car is a good rule of thumb.) Debarkation can happen very quickly, and the parking shuttle contractor must have the appropriate capacity to move over 200 people and their luggage to the offsite lot within 2.5 hours, with a minimal amount of waiting. When passengers arrive at the terminal and are directed to overflow parking they will typically drop off all their



passengers and luggage and only the driver will proceed to the overflow lot. It is likely that far fewer persons will need a shuttle from overflow parking to the terminal than would have needed a shuttle to the offsite parking earlier in the day.

- G. **Exhibit B** is the schedule of cruise “turnaround” days between October 6, 2023 and April 12, 2026. This schedule occasionally changes due to weather or ship conditions, but is provided for proposal planning purposes only. The Contractor will be required to be flexible and responsive to those changes and provide this service when required.

III. **CONTRACT TERM**

The City requires a transportation contractor to be in place prior to the first scheduled cruise departure after October 1, 2025, which is Monday, October 28, 2025. The default contract start date will be October 1, 2025 for a one-year term, renewable for two additional one-year terms. Contract will also terminate, without further obligation by either party, should the current scheduled cruise service to Mobile be terminated. City and Contractor may negotiate changes to the contract agreement if cruise service is expanded, or significantly altered to change capacity, frequency, or schedule.

IV. **PERFORMANCE SPECIFICATIONS**

- A. The Contractor shall provide a comfortable, convenient, courteous, and efficient shuttle service to transport all cruise ship debarking passengers on ship debarkation days from the MACT to the offsite parking lot. Contractor shall have sufficient scalable capacity to transport up to 250 passengers and their luggage, to the offsite parking lot within 2.5 hours of disembarkation.
- B. The Contractor shall transport passengers and luggage from the offsite lot to the MACT for embarkation. Contractor shall have sufficient capacity to transport up to 100 passengers and luggage to the terminal over a 2-hour period.
- C. At a minimum, Contractor is required to provide, on each scheduled cruise day, three vehicles with drivers, each vehicle capable of carrying minimum of 13 passengers plus their luggage.
- D. Contractor’s vehicles will be required to be on scene and engaged in passenger transport for seven hours, from 7:00 am until 2:00 pm., the “core passenger service period.” Possible ship delays may require this service to be extended until the ship departs.
- E. Approximate ship debarkation days are indicated in **Exhibit B**, and are expected to remain similar in frequency and time of day throughout the period of the contract.
- F. Contractor’s vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.



- G. Contractor must provide handicap passenger accessibility options. The City intends that the MACT garage will have sufficient spaces to accommodate all persons with handicapped vehicle identifiers, however the Provider must be prepared to accommodate persons with mobility impairments.
- H. The City currently intends that the Provider will enter the offsite parking garage to pickup and drop off passengers. Note that the offsite parking garage overhead clearance is 7' 7", so shuttles will need to be limited to that clearance height unless City and Provider agree to different pickup / drop off arrangements.
- I. Provider will be required to provide suitably licensed, trained, uniformed, courteous and capable drivers.
- J. Provider must provide a command-and-control plan that provides for flexible and timely response and communication with the MACT staff.

V. PRICING

The City desires to have a fixed daily rate for the minimum core passenger service period requirement of three specified vehicles plus drivers from 7:00 a.m. to 5:00 p.m. (not to exceed six hours within that window). The City will pay a separate hourly rate per additional specified vehicle with driver operating to meet additional capacity.

VI. OTHER PROVISIONS

- A. **Contract:** Provider will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit C** in this RFP.
- B. **Insurance:** Provider shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall be as indicated in **Exhibit D**.
- C. **E-Verify:** Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at <http://immigration.alabama.gov/>.
- D. **Transportation Worker Identification Credential (TWIC):** The MACT is a secure facility. Provider personnel, including shuttle drivers will not be granted unescorted access unless they have obtained and have a TWIC card in their possession. Normal passenger loading and offloading in the MACT garage envisioned under this service will not require shuttle drivers to hold TWICs.
- E. **Licenses:** Provider will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Providers are solely



responsible for consulting with the Secretary of State to determine whether a Certificate is required.

- F. City business license. Provider will be required to hold and maintain a City of Mobile business license.
- G. City certificate. Provider will be required to possess a City of Mobile Certificate of Public Convenience and Necessity.
- H. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority, City of Mobile business license, application for Certificate of Public Convenience and Necessity, and the E-Verify numbers to the City before award can be completed.
- I. Non-discrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

VI. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of cost-efficiency, customer-service, and logistical efficiency.

Overall solution pricing	50 pts
Operational plan	30 pts
<u>Experience/Performance history</u>	<u>20 pts</u>
Total	100 pts

VII. PROPOSAL SUBMISSIONS

- A. Please use the Proposal Submission Form at the end of this RFP document (**Exhibit E**) and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly.
- B. Submit proposals to be received by the City of Mobile Procurement Department by **4:00 p.m. Thursday, August 14, 2025**, in a sealed package or envelope marked:



**City of Mobile Request for Proposals
Mobile Alabama Cruise Terminal Parking Shuttle Service
RFP # 5968
Due 4:00 pm August 14, 2025**

C. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

Packages may be delivered to
City of Mobile Procurement Dept,
4th Floor, South Tower,
205 Government Street
Mobile, AL 36644

- EXHIBITS**
- A Route Map**
 - B. Mobile Alabama Cruise Terminal Tentative Berth Schedule**
 - C. Sample Contract Template**
 - D City Insurance Requirements**
 - E. Proposal Submission Form**

EXHIBIT A: Mobile Alabama Cruise Terminal Shuttle Route Map

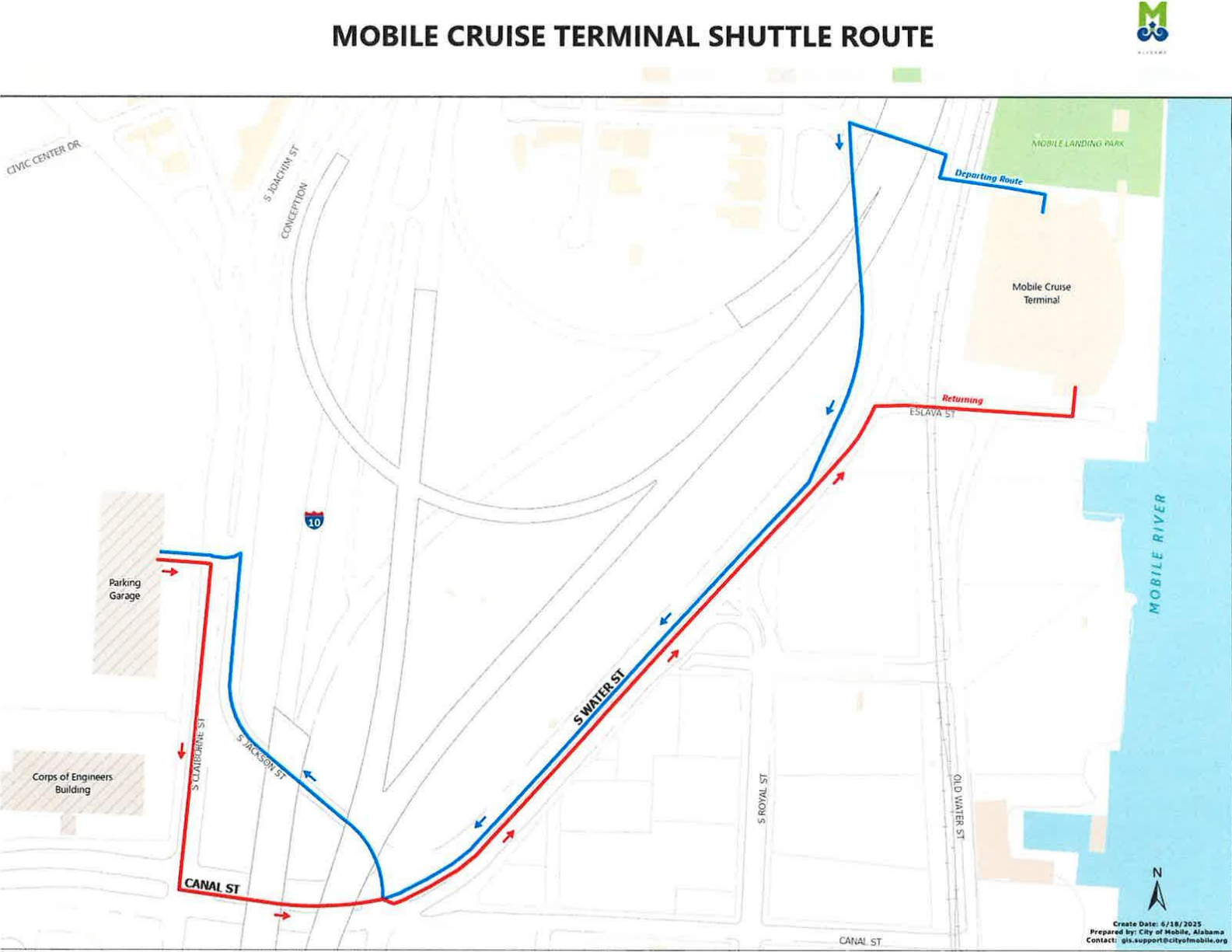


EXHIBIT B: Mobile Alabama Cruise Terminal Tentative Berth Schedule

THE CARNIVAL SPIRIT'S CRUISE SCHEDULE 2025 – 2026 DEPARTURES FROM MOBILE, ALABAMA

DATE	DAY	LENGTH	DATE	DAY	LENGTH
10/28/25	Monday	5 days	1/17/2026	Saturday	14 days
11/2/25	Sunday	6 days	1/31/26	Saturday	8 days
11/8/25	Saturday	8 days	2/8/26	Sunday	6 days
11/16/25	Sunday	6 days	2/14/26	Saturday	8 days
11/22/25	Saturday	8 days	2/22/26	Sunday	6 days
11/30/25	Sunday	6 days	2/28/26	Saturday	8 days
12/6/25	Saturday	8 days	3/8/26	Sunday	6 days
12/14/25	Sunday	6 days	3/14/26	Saturday	8 days
12/20/25	Saturday	8 days	3/22/26	Sunday	6 days
12/28/25	Sunday	8 days	3/28/26	Saturday	8 days
1/5/26	Monday	8 days	4/5/26	Sunday	7 days
1/11/26	Sunday	6 days	4/12/26	Saturday	16 days

EXHIBIT C: SAMPLE CONTRACT TEMPLATE



**STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner:

**CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor:

_____[Name dba Business Name]
_____[Street Address]
_____[City, State Zip Code]

City Business License No.: _____

For the following Project:

_____[Name of Project]
_____[Street Address]
_____[City, State Zip Code]

PROJECT NUMBER: ME-_____**-**_____

**STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR**



THIS AGREEMENT is made and entered into as of the date on which the last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" acting by and through its Mayor and City Council, and [Contractor Legal Name], hereinafter referred to as "Contractor," an Alabama corporation with its principal office at, _____, State, ZIP.

WHEREAS, City has previously determined that it has a need for _____; and,

WHEREAS, the City issued RFP No. _____ on _____ [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of _____ (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one (1) year, with the option upon agreement by both parties to extend for two additional one-year periods, under the original terms and conditions,.
- B. Services performed pursuant to this Contract shall commence upon a Notice to Proceed.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The location, frequency, and lump sum cost or unit price of the Services are as set out in Exhibit B, City of Mobile Request for Proposals (RFP) No. _____, , and in Contractor's proposal submission in response to City of Mobile RFP No. _____, which is attached to this Agreement and incorporated by reference herein as **Exhibit B**.
- B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- C. In no event shall the total annual compensation due to the Authority under this Agreement exceed _____ Thousand and No/100 Dollars (\$____,000.00) without a formal amendment executed by both parties.
- D. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's _____ [Department Head] indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Fee Schedule, found in **Exhibit** _____, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the _____ [Department Head] who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's _____ [Department Head] requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

- A. Contractor shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. Evidence of such insurance is attached hereto as **Exhibit D**.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City

shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XIV. CONTRACTOR WARRANTY

- A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XV. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the

order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVI. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is _____ or the Director's designated representative, _____.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile

c/o _____

As: City's Authorized Agent

P.O Box _____

Mobile, AL _____

CONTRACTOR:

_____ [insert name]

c/o _____

As: Contractor's Authorized Agent

_____ [insert address]

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVII. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property,

equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XVIII. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XIX. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XX. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure

the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXI. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXII. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCRIMINATION

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

XXV. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a

contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

- L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CONTRACTOR:

By: _____

Signature

Printed Name and Title

Date: _____

State of Alabama)
City of Mobile)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as _____ [title] of _____ [entity] is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

Notary Public

Print _____

My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES / CITY OF MOBILE RFP NO. _____

EXHIBIT B: CONTRACTOR'S RESPONSIVE PROPOSAL

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: CONTRACTOR INSURANCE

SAMPLE

CONTRACT SAMPLE EXHIBIT A

SCOPE OF SERVICES FOR PARKING SHUTTLE SERVICE

1. General Requirements. Subject to the terms and conditions of this Agreement, Provider shall serve as an independent Provider of the City to provide a shuttle service for passengers and their luggage to and from the Mobile Alabama Cruise Terminal (MACT) and the terminal's overflow parking garage. This service will be provided to passengers departing and arriving on multi-day cruise excursions from the MACT.

- a. Provider will provide the shuttle service on cruise ship "sailing days," which is defined as days on which scheduled cruise service ends and/or begins a voyage at the MACT with the embarkation and or debarkation of passengers that have used MACT parking facilities. Provider acknowledges that Provider has been provided a schedule of expected MACT sailing days. The City is required to keep Provider informed of schedule changes and updates.
- b. Provider shall operate the shuttle service on cruise sailing days from 7:00AM to 2:00PM (core passenger service period). Possible ship delays may require this service to be extended until the ship departs.
- c. Provider must provide and operate, at a minimum, three clean, comfortable, climate-controlled passenger vehicles with licensed and capable driver during the core passenger service period. Each passenger vehicle must have a minimum capacity of thirteen passengers plus luggage,
- d. Provider must provide and additionally operate, on 24-hour notice, additional passenger capacity of at least two additional vehicles with licensed and capable driver of minimum capacity of thirteen passengers plus luggage
- e. Provider shall provide clean, comfortable, well-maintained, climate-controlled, attractive vehicles and professional, uniformed, safe, courteous, and appropriately licensed drivers for the shuttle service. The vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.
- f. Provider must provide a command, control, and communications system between all of its vehicles, a centralized dispatch, and the MACT.
- g. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the MACT to the offsite parking lot after disembarkation from the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 200-250 passengers and their luggage in less than 2.5 hours.

- h. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the offsite parking lot to the MACT for embarkation on the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 90-100 people to the terminal over 2.5 hours.

2. Compensation. The Provider shall earn \$ _____ per sailing day for the core passenger service period. Any irregular operations that occur other than scheduled sailing days or extended hours past 5:00 pm will be compensated at an additional hourly rate of \$ _____ per hour for a minimum 13 passenger plus luggage vehicle and driver.

3. Expenses. Provider shall not be entitled to reimbursement of any expenses other than the above compensation without pre-approval in writing from the City.

4. Provider Taxes. Provider shall be responsible for all taxes, assessments, fees, liens or charges assessed against it under the provisions of this Agreement.

EXHIBIT D CITY INSURANCE REQUIREMENTS

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- \$500,000 each occurrence (combined single limit for bodily injury and property damage)
- \$500,000 Products/Completed Operations aggregate
- \$500,000 Bodily Injury per person/organization
- \$500,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of \$500,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

PROFESSIONAL LIABILITY INSURANCE:



Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (*if required*) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$1,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSURED

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.



The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

EXHIBIT E

PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name _____
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: _____ Title: _____

Email _____ Phone: _____

Corporate mailing address:

Pricing (50 points):

Daily rate for 6 hours x 3 vehicles + drivers: _____

Hourly rate for additional vehicles + drivers _____
(Note: this rate is for the 13+ pax standard vehicle +driver)

IF you wish to offer additional hourly rate options, please indicate here

Option 1: _____ Rate: _____

Option 2: _____ Rate: _____

Plan (40 points):

Please indicate how you intend to accomplish the work required. Please include, at a minimum:

- The types of vehicles you intend to use, with photos
- Licensure, training, experience, and appearance of drivers
- How you will maintain communications with your drivers and the MACT
- How you will be prepared to dispatch additional resources, if required



Mobile Alabama Cruise Terminal
Parking Shuttle Service

Your flexibility to accommodate late ship arrivals
Key personnel names and roles
Subcontractors you intend to use (if any)

Past Performance (30 points)

Please indicate your company experience with similar shuttle contracts. Please include a brief description of the size, scope and frequency of the operation, and contact information for your customer/hiring entity.

Additional Information

Please provide copies of relevant certificates or licenses you already possess (may include):

State of Alabama Certificate of Authority to Operate

City of Mobile Business License

City of Mobile Certificate of Public Convenience & Necessity

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

Proposer Corp. Name: _____

Authorized Agent Name (PRINTED): _____

Signature: _____

Title: _____

Date: _____

EXHIBIT E – Proposal Submission

Corporate Information

Corporate Name:	McCarron Services LLC
Corporate Point of Contact:	Russell McCarron – President
Email / Phone:	russell@mccarronservices.com / (251) 406-2335
Corporate Mailing Address:	574 Azalea Road, Mobile, AL 36609

Pricing

- Daily Rate (6 hours × 3 vehicles + drivers): \$1,375 per day
- Hourly Rate (for additional vehicles + drivers): \$75 per hour

(Rate applies to standard 13+ passenger vehicle with driver)

Optional Additional Hourly Rate Packages:

– Option 1: _____ Rate: _____

– Option 2: _____ Rate: _____

Plan for Transportation Services

Overview

McCarron Services is committed to providing professional, reliable, and flexible transportation services for the City of Mobile and the Mobile Alabama Cruise Terminal. With over 10 years of maritime industry experience, we have the expertise and resources to manage all transportation needs efficiently. Our operations are staffed 24/7 to ensure exceptional customer service and operational readiness.

Scheduling and Dispatch Procedures

- Drivers scheduled at least two weeks in advance for each confirmed port of call.
- Continuous communication maintained between drivers and dispatch for real-time updates on arrivals and departures.
- 24/7 operational staffing to accommodate last-minute schedule changes due to vessel operations.

Vehicles to Be Utilized

Primary Fleet:

- 2025 Ford Transit 350 XLT – 13–15 passenger capacity
- 2024 Ford Transit 350 XLT – 13–15 passenger capacity
- 2023 Ford Transit 350 XLT – 13–15 passenger capacity

Additional Resources:

- Three (3) additional Ford Transit 350 XLT vans
- Multiple SUVs
- Additional trained personnel to meet increased demand



Personnel and Professional Standards

- All employees complete extensive training and background checks prior to hire.
- Drivers wear McCarron Services branded polo shirts and maintain a professional appearance.
- Hands-free Bluetooth devices used for ongoing communication with dispatch.
- All personnel trained in maritime port operations, with an understanding of the unique needs of vessel crews and passengers.

Operational Capabilities

- 24/7 availability for maritime transportation services.
- Proven track record in managing dynamic scheduling affected by maritime conditions such as weather or port delays.
- Backup vehicles and personnel available to ensure uninterrupted service.

Key Contacts

Russell McCarron – President | Phone: (251) 406-2335

Josh McCarron – Operations Manager | Phone: (251) 656-2881

Experience and Past Performance

McCarron Services has delivered 24/7 maritime transportation solutions for over a decade, specializing in responsive, flexible, and dependable service for crew members and port-based logistics. We currently provide crew transportation for Carnival Cruise Lines, as well as for several shipping agents, including Page & Jones, Norton Lilly, and Host Agency. We handle crew changes daily ranging from one to 65 crewmembers.

I certify that the enclosed representations are true and accurate. I am authorized to act on behalf of the indicated Proposer, and I understand and am willing to be bound by the performance specifications of this proposal and the accompanying submissions, with the following exceptions as noted:

Exceptions: None

Proposer Corp. Name: McCarron Services LLC

Authorized Agent Name (PRINTED): Russell McCarron

Signature: *Russell McCarron*

Title: President

Date: 8/12/2025

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**MCCARRON SERVICES LLC T5
574 AZALEA RD 110
MOBILE, AL 36609**

YEAR	LICENSE NO
2025	104405
ISSUED	EXPIRES
8/1/2025	12/31/2025

561439 BUSINESS SERVICES NOT ELSEWHERE



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**MCCARRON SERVICES LLC T5
574 AZALEA RD 110
MOBILE AL 36609**



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Added per Lisa C. Lambert

Amount of Contract:

Funding Source

ATTACHMENTS:

1. MOU

REVIEWERS:

Lana Gauthier

Lana Gauthier

01-1231

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Memorandum of Understanding by and between the City of Mobile and Port City Transit, LLC for services to operate the City of Mobile's transit system. A copy is on file in the office of the City Clerk.

Adopted:

City Clerk



Memorandum of Understanding

This memorandum of understanding (“MOU”) sets forth the terms of the agreement between Port City Transit LLC (“Port City”), a wholly-owned subsidiary of Via Transportation, Inc. (“Via”), and the City of the Mobile regarding the use and access of equipment, facilities, and services for the Mobile Transit System being operated and managed by Port City. Port City and the City of Mobile are sometimes referred to individually as a “Party” and collectively as the “Parties”.

Pursuant to Section 6.3 of the Agreement between Port City and the City of Mobile effective October 1, 2025 (the “Agreement”). Both parties agree as follows:

1. The City of Mobile will provide Port City with access to the space owned by the City of Mobile located at 1224 West I-65 Service Road South, Mobile, Alabama 36609.
2. Port City shall utilize the aforementioned space for the purposes outlined in Section 6.3 of the Agreement effective October 1, 2025 and concurrent with the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU—the City of Mobile and Port City by its duly authorized signatory—as of the date of last signature below.

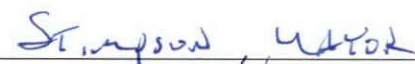
City of Mobile

Port City Transit LLC



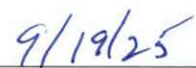
Signature

Signature



Printed Name and Title

Printed Name and Title



Date

Date



AGENDA ITEM SUMMARY SHEET

Agenda of: September 24, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Approval requested for petition to revoke business license at 1608 St. Stephens Road / Phat Tuesday's

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 1 CITY OF MOBILE - resolution
2. 2 Hearing Request Phat Tuesday
3. 3 NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL v2_ (002)
4. 4 EXHIBIT A Chronological list
5. 5 Vegliacich Affirmation
6. 6 Vegliacich Affidavit
7. 7 Business Entity Records _ Alabama Secretary of State
8. 8 Sec of State Articles of Incorporation
9. 9 City Business License
10. Call for ph_Phath Tuesday

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

A RESOLUTION OF THE CITY COUNCIL OF MOBILE REGARDING THE REVOCATION OR SUSPENSION OF THE CITY BUSINESS LICENSE OF PHAT TUESDAY SPORTS BAR, LLC

WHEREAS the City Council of Mobile is empowered under Mobile City Code §34-64(a)–(b) to revoke, suspend, or refuse renewal of any business license issued by the City when the licensee, its agents, or employees violate provisions of the City Code or state law relating to the licensed business; and

WHEREAS proper written notice of a public hearing, as required by §34-64(c), was issued to Phat Tuesday Sports Bar, LLC, c/o Robert L. King, III, registered agent/member, on September 12, 2025; WITH SERVICE AFFIRMED BY City staff; and

WHEREAS on September 23, 2025, the Council held a duly noticed public hearing to consider the proposed revocation or suspension of the City business license for Phat Tuesday Sports Bar, LLC, 1608 St. Stevens Road, Mobile, Alabama 36603; and

WHEREAS the Council reviewed the Chronological Incident Index (Exhibit A) documenting violations, arrests, and public-safety issues from January 2022 through August 2025, heard testimony from City staff, law-enforcement officers, and other witnesses, and received evidence offered by or on behalf of the licensee.

FINDINGS OF FACT

After considering all evidence, the City Council finds:

1. **Alcohol violations:** On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.
2. **Controlled substances:** Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.
3. **Weapons and violence:** Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.
4. **Search warrant & arrest:** On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

5. **Illegal gambling devices:** Gambling machines were documented and seized during operations, including on April 26, 2022.
6. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2).

CONCLUSIONS OF LAW

- The above Findings constitute grounds under Mobile City Code §34-64(a) for revocation or suspension of the business license of Phat Tuesday Sports Bar, LLC.
- The Council further concludes, pursuant to §34-64(e)(2), that operation of the business at 1608 St. Stephens Road has created circumstances detrimental to the public health, safety, and welfare and, therefore, warrants the premises-based restrictions provided in that section.

ORDER

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mobile:

1. The City business license of Phat Tuesday Sports Bar, LLC, License No. 94813, for operation at 1608 St. Stephens Road, Mobile, Alabama, is hereby:
 - ☐ **REVOKED**, effective immediately upon adoption of this Resolution;
 - ☐ **SUSPENDED** for a period of [] months beginning [date], with reinstatement conditioned on [security plan / hours / cameras / compliance training];
 - ☐ **NON-RENEWED**, effective [date].
2. Pursuant to §34-64(e)(1), no new business license shall be issued to the licensee or its affiliates for twelve (12) months following revocation/suspension.
3. Pursuant to §34-64(e)(2), no new license shall be issued for the operation of the same or similar business at the premises for twelve (12) months from the effective date.
4. The licensee shall cease all business operations requiring a City license as of the effective date and shall surrender the license certificate to the Revenue Department within 24 hours.

5. Operating without a valid license after revocation or during suspension may result in citation, injunction, or other enforcement as allowed by law.

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the license of the business **PHAT TUESDAY SPORTS BAR. LLC** is hereby revoked.

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.

ATTEST:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 18, 2025



TO: Lisa Lambert, City Clerk

FROM: Cherlina Montero, Assistant City Attorney
Chief - Civil Division

RE: Business License Revocation and/or Suspension Hearing Request

Please place the following notice on the City Council Agenda for Tuesday September 23, 2025.

A PUBLIC HEARING TO DETERMINE IF ACTIVITIES ARISING OUT OF BUSINESS Phat Tuesday Sports Bar, LLC, 1608 ST STEPHENS RD. MOBILE, AL. 36603 OWNED BY ROBERT L. KING AS MEMBER HAS LED TO OR RESULTED IN THE CREATION OF A PUBLIC NUISANCE OR LEAD TO CIRCUMSTANCES THAT ARE DETRIMENTAL TO THE PUBLIC SAFETY AND WELFARE AS SET FORTH IN CITY OF MOBILE MUNICIPAL CODE CHAPTER 34 ARTICLE 4 SECTION 34-64

Phat Tuesday Sports Bar, LLC

CPM/tcl



STATE OF ALABAMA

CITY OF MOBILE

**NOTICE OF INTENT
TO REVOKE CITY BUSINESS LICENSE**

Date: September 12, 2025

VIA: Hand Delivery

TO: Phat Tuesday Sports Bar, LLC

c/o Robert L. King as Registered Agent/Member of Phat Tuesday Sports Bar, LLC.

Mailing Address of Record: 1608 ST STEPHENS RD. MOBILE, AL. 36603

Premises Address: 1608 ST STEPHENS RD., MOBILE, AL. 36603

Entity ID Number: 000-002-641

RE: NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL — Proposed Revocation and/or Suspension of City Business License for Phat Tuesday Sports Bar, LLC at 1608 ST STEPHENS RD., MOBILE, AL. 36603

Authority

This hearing is held under Mobile City Code §34-64, which authorizes the City Council to revoke, suspend, or refuse renewal of a business license for violations of City Code/ordinances or state law relating to the business, and for other causes specified in §34-64(a)–(b).

Time and Place of Hearing (Mobile Code §34-64(c))

- **Date/Time:** September 23, 2025 at 10:30 am
- **Location:** Auditorium of Mobile Government Plaza, 200 Government Street, Mobile, AL. 36602
- **Hearing Body:** City Council of Mobile

Grounds

The City proposes **revocation and or suspension** based on the following, each relating to operations at 1608 ST STEPHENS RD. MOBILE, AL. 36603 (see **Exhibit A – Chronological Incident Index**

Your Rights (Mobile Code §34-64(c))

At the hearing, the Council **shall hear all evidence** offered by any party bearing on the question of **revocation, suspension, or refusal of renewal**. You may:

- Appear personally and/or by counsel,
- Present documents and witnesses, and
- Cross-examine witnesses.

Potential Outcomes (Mobile Code §34-64(d)–(e))

- **Suspension** for up to **12 months** (≤ 6 months for inadvertent/quickly correctable violations), with possible **conditions** for reinstatement.
- **Revocation**, with a **12-month bar** on new licenses to the licensee/affiliates and, upon applicable findings under §34-64(e)(2)(a)–(e), a **12-month bar** on any **same/similar business at the premises**.
- **Non-renewal** upon the same grounds as revocation/suspension.

Contact:

Cherlina P. Monteiro
Chief Assistant City Attorney
Civil Division
P. O. Box 1827
Mobile, AL 36633-1827
251-510-8167 - direct line
cherlina@cityofmobile.org

Enclosures: Exhibit A (Chronological Incident Index); Copies of Mobile Code §34-64.

EXHIBIT A

Chronological list of documented issues, violations, arrests, and related activity at 1608 St. Stephens Road (“Phat Tuesday Sports Bar LLC.”),

2022

- **01/06/2022 – Theft of Property**
 - Case: M222-01-00658
 - Victim’s purse, credit cards, and pistol stolen from restroom.
 - Disposition: Report taken
- **02/07/2022 – Vehicle Burglary**
 - Case: M222-02-00710
 - Suspect on video entering car, stole 9mm handgun, entered club.
 - Disposition: Report
- **02/09/2022 – Controlled Buy (Marijuana)**
 - Case: M222-02-01023
 - MPD Narcotics/CI bought 2.6g marijuana from unknown Black male.
 - Disposition: Evidence seized
- **02/14/2022 – Disorderly Female**
 - Case: M222-02-01544
 - Irate subject removed; transported to Metro Jail
- **02/17/2022 – Controlled Buy (Marijuana)**
 - Case: M222-02-02080
 - 1.0g marijuana purchased by CI
- **02/20/2022 – Controlled Buy (Marijuana)**
 - Case: M222-02-02447 – 1.7g marijuana purchased
- **03/11/2022 – Controlled Buy (Marijuana)**
 - Case: M222-03-01317 – 3g marijuana purchased from “DJ”
- **03/17/2022 – Gambling & Drug Buy**
 - Cases: M222-03-02198 / M222-03-02201
 - UC played gambling machine (\$20→\$25 cash-out); CI bought 1g marijuana from bartender “Yolanda.”
- **03/19/2022 – Gun Complaint/Drug Arrest**
 - Case: M222-03-02356
 - Two subjects arrested for marijuana/controlled substances after pursuit

- **03/20/2022 – Controlled Buy**
 - Case: M222-03-02558 – 2.6g marijuana from DJ
- **03/31/2022 – Controlled Buy & Gambling**
 - Cases: M222-03-04032 (3.2g from DJ Davey Richardson); M222-04-00045 (gambling machine)
- **04/03/2022 – Marijuana Buy & Gambling**
 - Cases: M222-04-00362 (1.1g marijuana); M222-04-00363 (gambling machine)
- **04/03/2022 – Shots Fired at Club**
 - Case: M222-04-00260 – Vehicle and club struck; suspect fled
- **04/26/2022 – Search Warrant (SWAT/K9)**
 - Case: M222-04-03281
 - Seized: gambling devices, handgun, \$5,535, Alprazolam, marijuana.
 - Arrests: Richard Johnson (gambling, pistol by forbidden person); Abbie Perry (marijuana, controlled substance)
- **11/21/2022 – Sexual Assault Report**
 - Case: M222-11-02443 – Victim declined charges 12/06/22
- **12/03/2022 – Shooting (2 Victims)**
 - Case: M222-12-00310 – One victim critically injured

2023

- **02/06/2023 – Weapons Arrest**
 - Case: M223-02-00563 – Two suspects arrested, guns found
- **05/22/2023 – Large Fight in Club**
 - Case: M223-05-02570 – Subjects dispersed; no arrests
- **09/10/2023 – Vehicle Vandalism**
 - Case: M223-09-00985
- **10/21/2023 – Vehicle Damaged in Shooting**
 - Case: M223-10-02349
- **10/22/2023 – Disorderly w/ Handgun**
 - Case: M223-10-02450 – Two arrested

2024

- **11/17/2024 – Robbery/Disorderly**
 - Case: M224-11-01767
- **11/29/2024 – Vandalism During Fight**
 - Case: M224-11-02958
- **12/22/2024 – Stabbing with Bottle**
 - Case: M224-12-02351 – Victim lacerated

2025

- **01/01/2025 – Shooting Victim**
 - Case: M225-01-00016 – Victim shot at club, transported by POV
- **02/09/2025 – Armed Altercation**
 - Case: M225-02-00845 – AR-15 seized; suspect arrested
- **04/04/2025 – Shots Fired (Casings Found)**
 - Case: M225-04-00401
- **06/01/2025 – Altercation & Drug Arrest**
 - Cases: M225-06-00016 (marijuana & gun; arrest); M225-06-00018 (shooter arrested)
- **06/04/2025 – Controlled Buy (Bartender “Keke”)**
 - Case: M225-07-02435
- **06/15/2025 – Physical Altercation**
 - Case: M225-06-01597 – Pepper spray used; no arrests
- **07/02/2025 – Marijuana Buy (Keaira McMillian)**
 - Case: M225-07-00245
- **07/05/2025 – Vehicle Investigation (Weapons)**
 - Case: M225-07-00439 – Arrest; 2 handguns seized
- **07/23/2025 – Marijuana Buy (CW)**
 - Case: M225-07-02435 – 5.4g marijuana from Keaira McMillian
- **07/26/2025 – After-Hours Alcohol Sale**

- Case: M225-07-02435 – Alcohol sold ~2:18am
- **08/06/2025 – After-Hours Alcohol Sales**
 - Case: M225-07-02435 – 2:33/2:45am sales; marijuana observed
- **08/10/2025 – ABC Compliance Check & Alcohol Buy**
 - Case: M225-07-02435 – Sunday alcohol sale; citation issued
- **08/10/2025 – Controlled Buy (Marijuana)**
 - Case: M225-08-00933 – 9.7g marijuana from Keaira McMillian
- **08/14/2025 – Search Warrant (Handgun Seized)**
 - Case: M225-08-01454 – Owner Richard Johnson arrested (Certain Persons Forbidden)
- **08/17/2025 – Parking Tickets (9 Issued)**
 - No case #; Lt. Lorenzo Matthews noted owner filming officers

Other Notes

- **Total calls for service (01/06/22–07/06/25):** 274, including 64 disorderly, 23 shots-fired, multiple armed-person and medical calls
- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).



STATE OF ALABAMA
CITY OF MOBILE

Affirmation of Issued Notice

September 12, 2025

State of Alabama
County of Mobile

Subject Business: Phat Tuesday Sports Bar, LLC
4608 St. Stephens Road
Mobile, AL 36603

My name and official title is SGT NICK VEGLIATCH. I can be reached at the phone number 251-208-7980 or by email address NICK.VEGLIATCH@CITYOFMOBILE.ORG

I affirm that Written Notice as required by City Code section 34-64 (c) Notice of Hearing on Revocation and/or Suspension of Business License has been issued to Robert L. King, III as registered agent/member of Phat Tuesday Sports Bar, LLC.

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

Signature Of Officer

Robert L. King, III



STATE OF ALABAMA

CITY OF MOBILE

**NOTICE OF INTENT
TO REVOKE CITY BUSINESS LICENSE**

Date: September 12, 2025

VIA: Hand Delivery

TO: Phat Tuesday Sports Bar, LLC

c/o Robert L. King as Registered Agent/Member of Phat Tuesday Sports Bar, LLC.

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 - Case: M225-07-02435 – 5.4g marijuana from Keaira McMillian
- **07/26/2025 – After-Hours Alcohol Sale**

- Case: M225-07-02435 – Alcohol sold ~2:18am
- **08/06/2025 – After-Hours Alcohol Sales**
 - Case: M225-07-02435 – 2:33/2:45am sales; marijuana observed
- **08/10/2025 – ABC Compliance Check & Alcohol Buy**
 - Case: M225-07-02435 – Sunday alcohol sale; citation issued
- **08/10/2025 – Controlled Buy (Marijuana)**
 - Case: M225-08-00933 – 9.7g marijuana from Keaira McMillian
- **08/14/2025 – Search Warrant (Handgun Seized)**
 - Case: M225-08-01454 – Owner Richard Johnson arrested (Certain Persons Forbidden)
- **08/17/2025 – Parking Tickets (9 Issued)**
 - No case #; Lt. Lorenzo Matthews noted owner filming officers

Other Notes

- **Total calls for service (01/06/22–07/06/25):** 274, including 64 disorderly, 23 shots-fired, multiple armed-person and medical calls
- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).

(See consolidated binder)

Affirmation of Service of Notice of Hearing

City Code § 34-64(c) — Revocation/Suspension of Business License

State of Alabama
County of Mobile

Subject Business: Phat Tuesday's Sports Bar, LLC

Business Location: 1608 St. Stephens Road, Mobile, AL 36603

Mailing Address (if different): 73 Acacia St., Mobile, AL 36607-2610

Affiant (Server): Sgt. Nick Vegliacich, Mobile Police Department

Phone: 251-208-7211

Email: nick.vegliacich@cityofmobile.org

Document Served

Notice of Hearing on Revocation and/or Suspension of Business License (City Code § 34-64(c)), with exhibit list and draft council resolution (collectively, "Notice").

Method, Date, Time, and Place of Service

- **Method:** Personal, in-hand delivery
- **Date:** September 12, 2025
- **Time:** 4:00 PM (CDT)
- **Location:** 1608 St. Stephens Road, Mobile, AL 36603

Person Served and Capacity

- **Name:** Richard Johnson
- **Capacity:** On-site **general manager/managing agent** for Phat Tuesday's Sports Bar, LLC

Basis for Capacity (Affiant's Knowledge)

I have personally been present at the premises on multiple occasions in my official duties as a Mobile Police Department officer. I have observed Richard Johnson **in charge of the business operations**, directing staff, controlling access, and handling managerial functions. On September 12, 2025, he was acting in that role and accepted service. Based on my personal observations, I affirm he is a **managing or general agent** authorized to receive service for the LLC under Ala. R. Civ. P. 4(c)(6).

Affiant Statement

I affirm that I personally served the Notice described above on the person and at the time and place stated. The foregoing is true and correct to the best of my knowledge, information, and belief.

Date: 9/18/25

Signature: [Signature]
Sgt. Nick Vegliacich, Mobile Police Department

State of Alabama }

County of _____ }

I, the undersigned notary public, in and for said State and County, hereby certify that **Sgt. Nick Vegliacich**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18 day of September, 2025.

[Signature]
Notary Public

Print Tamaris Locke

My commission expires: May 2029



(Seal)



Alabama Secretary of State



Phat Tuesday Sports Bar, LLC	
Entity ID Number	000-002-641
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/07/2011
Registered Agent Name	KING, ROBERT L III
Registered Office Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Registered Office Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Nature of Business	SPORTS BAR
Members	
Member Name	KING, ROBERT L III
Member Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Member Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Transactions	
Transaction Date	11/26/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	11/26/2012
Director/Manager/Organizer Activity	JOHNSON, TARRANCE
Transaction Date	11/26/2012
Registered Agent Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	12/21/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Transaction Date	12/21/2012

Phat Tuesday Sports Bar, LLC	
Incorporator/Member/Partner Activity	KING, ROBERT L III
Transaction Date	12/21/2012
Registered Agent Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/10/2011 Certificate of Formation 2 pgs.
Document Date / Type / Pages	11/29/2012 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/28/2012 Articles of Amendment 2 pgs.

[Browse Results](#)
[New Search](#)

Alabama
Sec. Of State
New Entity
002-641
Date 2/10/2011
Time 17:00
110225 2 Pg
File \$100.00
Ackn \$.00
Exp \$.00
Total \$100.00
01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:

STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, LLC OR L.L.C.

STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE LLC'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS \$40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:
Phat Tuesday Sports Bar, LLC
(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is perpetual

Article III The Limited Liability Company has been organized for the following purpose(s):
Sports Bar

Article IV The street address (NO PO BOX) of the registered office: 119 Dauphin St
Mobile, AL 36602 and the name of the
registered agent at that office: Tarrance Johnson

Article V The names and addresses of the initial member(s), and organizer (if any):
Tarrance Johnson
5205 Mickey Dr. Mobile AL 36618
(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the names and addresses of the managers who are to serve until the first annual meeting of the members or until their successors are elected and qualified.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on
this the Feb day of 03, 20 11.

THIS DOCUMENT PREPARED BY:

Tarrance Johnson
5205 Mickey Dr

Tarrance Johnson
Signature of Member/Organizer

DLL 1.1 Rev. 6/2001

mobile, AL 36618

State of Alabama-Mobile County
I certify this instrument was filed on:
February 7, 2011 @ 9:28:08 AM
RECORDING FEE \$51.00
S.R. FEE \$2.00
TOTAL AMOUNT \$53.00

2011007953
Don Davis, Judge of Probate

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature 
Joe McEachern, Jr. Chief Clerk
Date 2-7-11

Alabama
Sec. Of State

New Entity
002-641 DLL
Date 2/10/2011
Time 17:00
110225 2 Pg

File \$100.00
Ackn \$.00
Exp \$.00

Total \$100.00
01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

Phat Tuesday Sports Bar LLC

2. The date the Certificate of Formation was filed in the county: 12/21/12 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

This form was prepared by: (type name and full address)

Tarrance Johnson
2205 Mickey Dr
Mobile, AL 36618

DLLC Amendment - 10/2011

page 1 of 2

2012073964 Book-6969 Page-1390
Total Number of Pages: 2

State of Alabama-Mobile County

I certify this instrument was filed on:
December 21, 2012 @ 9:35:14 AM

RECORDING FEE	\$25.00
S.R. FEE	\$2.00
RECORDING FEES	\$1.00
TOTAL AMOUNT	\$28.00

2012073964
Don Davis, Judge of Probate

(For County Probate Office Use Only)

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 12/28/2012
Time 17:00
130604 2 Pg

File	\$50.00
Ackn	\$0.00
Exp	\$0.00

Total	\$50.00
01/061	

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: Mobile County

November 26, 2012

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 12/21/12 (format MM/DD/YYYY):

Correct amendment to article of organization

Robert L King III Sole member of Phat Thursday Sport Bar LLC.

Registered agent Robert L King III

Registered office Address 1608 St Stephens Rd. Mobile 36603

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the Code of Alabama of 1975 and the governing documents of this entity.

12/21/12
Date (MM/DD/YYYY)

Terrance Johnson / Robert L. King III
Signature as required by 10A-5-2.04

Terrance Johnson / ROBERT L. KING III
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

Signature [Signature]
Joe McEachern, Jr. Chief Clerk

Date 12/21/12

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link - you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

Phat Tuesday Sports Bar LLC

2. The date the Certificate of Formation was filed in the county: 11/26/2012 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000) 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

This form was prepared by: (type name and full address)

Tarrance Johnson
5005 Mickey Dr.
Mobile, AL 36618

State of Alabama-Mobile County

I certify this instrument was filed on:
November 26, 2012 @ 9:33:28 AM

RECORDING FEE	\$25.00
S.R. FEE	\$2.00
RECORDING FEES	\$1.00
TOTAL AMOUNT	\$28.00

2012068247

Don Davis, Judge of Probate

(For County Probate Office Use Only)

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 11/29/2012
Time 17:00
130521 2 Pg

File	\$50.00
Ackn	\$.00
Exp	\$.00

Total	\$50.00
04/049	

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: _____

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.]

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 11 / 26 / 2012 (format MM/DD/YYYY):

I Terrance Johnson remove myself from Phat Tuesdaysports Bar LLC.
from organizer and member. Also address that on file
to be change to 1608 St Stephens Rd from 119 Dauphin St.
Mobile, AL.

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the Code of Alabama of 1975 and the governing documents of this entity.

11 26, 2012
Date (MM/DD/YYYY)

Terrance Johnson / Robert L. Knight
Signature as required by 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Terrance Johnson / Robert L. Knight
Typed Name of Above Signature

Signature [Signature]
Joe McEachern, Jr. Chief Clerk

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

Date 11/26/12

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

PHAT TUESDAY SPORTS BAR T2
1608 ST STEPHENS ROAD
MOBILE AL 36603

YEAR	LICENSE NO.
2025	94813
ISSUED	EXPIRES
3/2/2025	12/31/2025

722412 ALCOHOL - LOUNGE RETAIL LIQUOR- CLASS I
722410 ALCOHOLIC BEVERAGES-RETAIL-DRINKING ESTABLISHMENTS


Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



PHAT TUESDAY SPORTS BAR
73 ACACIA ST
MOBILE, AL 36607-2610

1 T2 P170 153095

**RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE REVOCATION OF THE
BUSINESS LICENSE OF ROBERT L. KING, D/B/A PHAT TUESDAY SPORTS BAR
FOR VIOLATING THE LAWS AND ORDINANCES
OF THE CITY OF MOBILE, ALABAMA**

FINDINGS.

1. On March 2nd, 2025, Phat Tuesday Sports Bar was re-issued a business license to operate a drinking establishment at 1608 St. Stephens Road, a location within the corporate limits of the city.
2. On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.
3. Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.
4. Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.
5. On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.
6. Gambling machines were documented and seized during operations, including on April 26, 2022.
7. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2):

No new license shall be issued for a period of twelve (12) months for the operation or conduct of any business that is the same, or of similar nature, as that engaged in by the licensee at the premises or location at which the licensee conducted such business if the revocation or non-renewal of the license is based, in whole or in part, on:

- a. A finding that the operation of such business at such premises or location has led to or resulted in the creation of a nuisance; or
- b. A finding that the operation of such business at such premises or location has created, caused or led to circumstances that are detrimental to adjacent residential neighborhoods; or
- c. A finding that the operation of such business at such premises or location has created, caused, or led to circumstances that are detrimental to the public health, safety or welfare; or
- d. A finding that the operation of such business at such premises or location has resulted in a violation of applicable zoning restrictions or regulations; or
- e. A finding that the licensee, his agent, servant or employee has permitted or suffered to allow habitual conduct which violates applicable state laws or regulations or city ordinances relating to the business for which such license is issued.

8. Section 34-64 of the City Code provides:

Any lawful license issued to any person to conduct any business shall be subject to revocation or suspension by the city council for the violation by the licensee, his agent, servant, or employee, of any provision of this Code or of any ordinance of the city, or any statute of the state relating to the business for which such license is issued; and shall also be subject to revocation or suspension by the council if the licensee, his agent, servant, or employee, under color of such license violates or aids or abets in violating or knowingly permits or suffer to be violated any penal ordinance of the city or any criminal law of the state; and shall also be subject to revocation or suspension by the council if, in connection with the issuance or renewal of any license, the licensee or his agent filed or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive, or other misleading information or omission of material fact.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama as follows:

- 9. That there is reasonable cause to believe that Robert L. King is operating a business that has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2);

10. That this matter is hereby set for a hearing to consider the revocation of said license on October 14th, 2025, at 10:30 a.m. in the Council Chambers located at 205 Government Street, Mobile, Alabama;
11. That a copy of this Resolution shall be personally served upon the licensee not less than 10 days before the date set for the hearing;
12. That on the date appointed for the hearing, the council shall hear all evidence offered by any party and consider all evidence that may be presented bearing upon the question of revocation of the license; and
13. That following the hearing the council will render a decision on the proposed revocation in accordance with Chapter 34 of the City Code.

Adopted:

City Clerk

=====

RETURN OF SERVICE

I, _____, do hereby certify that I personally served a copy of the forgoing Resolution upon Robert L. King at _____ on this the ____ day of _____, 2025.